Teachers' Provincial Agreement Amendments due to

Teachers' Professional Agreement and Classroom Improvements (2017) Act (Bill 75)

Please find outlined below the changes that have been made to the Teachers' Provincial Agreement as a result of the imposition of the *Teachers' Professional Agreement and Classroom Improvements (2017) Act*. For the purpose of clarity, the following points should be noted:

- 1. Where an Article is indicated as "No Change", the existing language of the Teachers' Provincial Agreement remains unchanged.
- 2. Where the *Teachers' Professional Agreement and Classroom Improvements (2017) Act*, amends or changes an article the amendment or change is noted through the use of partial, struck-through and bolded text. Portions of the current text not noted remain unchanged.
- 3. LOU is an acronym for Letter of Understanding

Article	Title	Changes
1	Definitions	No Change
2	Recognition	No Change
3	Application	No Change
4	Public Legislation	No Change
5	Employer's	5.01 (v) planning and controlling the quality of the teaching program educational
	Responsibilities	programs and services.
6	Discrimination and Intimidation	Discrimination, and Intimidation, Respectful Workplace and Learning Environment
	mumication	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 the prohibited grounds as set out under the Nova Scotia Human Rights Act.
7	Strikes and Lockouts	No Change
8	Printing and Distribution of 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.
		8.032 The Employer shall provide, upon request by the Union , up to two thousand (2000) copies of this Agreement to the Union.
9	Committees	No Change
9A	Professional	9.05 Within sixty (60) days of the signing coming into effect of this Agreement the
	Committee	Committee shall meet and determine its operating procedures.
9B	Representation on Department of Education and Early Childhood Development Committees	No Change
10	Successor Rights	No Change
11	Duties of Teachers	11.01 It is the duty of a teacher in a public school to: (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 <i>Health</i> Protection Act;

Article	Title	Change	S		
12	Teacher's Personal	Teacher's Personnel Employment File			
	File	12.01	(i) Each School Board office shall maintain an Official Personal Record Personnel Employment File of every teacher under its employ. Such file, which shall be designated as the Official Personal Record Personnel Employment 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 Director of Human Resources, 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 Director of Human Resources.		
		12.03	(i) When a teacher evaluation is entered in the teacher's Official Personal Record Personnel Employment File, the teacher shall acknowledge that the teacher has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall be permitted to attach comments related to the evaluation.		
			(ii) Notwithstanding 12.03 (i), in the event a teacher refuses to sign a teacher evaluation, the evaluation will be entered in the teacher's Official Personal Record Personnel Employment File with a witnessed notation that the teacher has refused to sign the evaluation.		
		12.04	(i) Before any comment, note, or other report is entered in the teacher's Official Personal Record Personnel Employment 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 Personnel Employment 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 Personnel Employment File shall become an inactive file and shall remain the property of the School Board.		
		12.06	Except for a teacher evaluation, any unfavourable report entered in the teacher's Official Personal Record Personnel Employment 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.		
13	Supervision of Pupils	No Chai	nge		
14	Program Development Assistance Fund	No Chai			
15	Reclassification of Certificates	No Chai	nge		
16	Teacher Certification and Change in	No Chai	nge		
17	Certification Issuance of Permits	No Chai	nge		

Article	Title		Changes
18	Teaching Experience		Should a teacher with partial years service complete the requirements as set forth in 18.03, 18.04 or 18.054 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.
			18.04 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.
			18.054 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.
			18.065 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 (1 st) 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.
			18.0 76 Notwithstanding 18.04 and 18.065 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.
19	Recognition of Service		No Change
20	Tenure		No Change
21	Job Security		No Change
22	Severance Pay		No Change
23	Suspension Cancellation Certificate Permit	or of or	No Change
24	Extracurricular Activities		No Change
25	School Year		 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 (ia) one hundred and twenty (120) minutes of the first day for organization purposes of the school year shall be uninterrupted time allocated for professional duties as determined by the teacher.
			25.10 School holidays include Labour Day, Thanksgiving Day, Heritage 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.

Article	Title	Change	S		
26	Leave for Injury on Duty	26.07	(iv)	The adjudicator will be chosen by the parties. If agreement is not possible the parties will request the Minister of Environment and responsible for Labour to appoint an adjudicator.	
27	Pregnancy Leave, Parental Leave, and Adoption Leave	27.04	A teacher shall produce, when so requested by the Director of Human Resources a certificate from a legally qualified medical practitioner or licensed midwife specifying the date upon which delivery will occur, in the opinion of the medical practitioner or licensed midwife .		
28	Compassionate Care Leave	28.01	The Director of Human Resources shall grant a teacher up to eight (8) weeks of unpaid leave, to be taken in blocks of not less than two weeks. Entitlement to the leave shall be consistent with the Compassionate Care provisions of the <i>Employment Insurance Act</i> and Regulations.		
29	Leave for Birth of Child	29.02		ave may be divided as follows: one (1) day during the confinement of the spouse within one (1) week of the date of birth; 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.	
30	Leave for NSTU President	No Chai	nge		
31	Other Absences	No Chai	nge		
32	Substitute Teachers	32.02	A	 Effective on and after August 1, 20125, substitute teachers shall be paid a daily rate of pay based on Schedule D1 of this Agreement as follows: (i) Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195). (ii) Notwithstanding Article 32.02A (i) a substitute teacher who has been employed for more than twenty one (21) eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty one (21) eighteen (18) 	
			В	days in that school year. Effective on and after August 1, 20136, substitute teachers shall be paid a daily rate of pay based on Schedule D32 of this Agreement as follows:	
				 (i) Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195). (ii) Notwithstanding Article 32.02B (i) a substitute teacher who has been employed for more than eighteen (18) 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 eighteen (18) days in that school year. 	
			C	Effective on and after August 1, 20147, substitute teachers shall be paid a daily rate of pay based on Schedule D43 of this Agreement as follows: (i) Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195). (ii) Notwithstanding Article 32.02C (i) a substitute teacher who has been employed for more than eighteen (18) 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 eighteen (18) days in that school year.	

Article	Title	Changes		
		D		ive on and after August 1, 2018, substitute teachers shall be daily rate of pay based on Schedule D4 of this Agreement as s:
			(i) (ii)	Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195). Notwithstanding Article 32.02D (i) a substitute teacher who has been employed for more than eighteen (18) 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 eighteen (18) days in that school year.
		E		ive on July 31, 2019, substitute teachers shall be paid a daily pay based on schedule D5 of this Agreement as follows:
			(i)	Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).
			(ii)	Notwithstanding Article 32.02E (i) a substitute teacher who has been employed for more than eighteen (18) 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 eighteen (18) days in that school year.
33	Term Contract, Benefits	No Change		
34	Insurance	No Change		
35	Union and School Board Negotiable Items	No Change		
36	Employment Insurance Premium Reduction	No Change		
37	Alcoholism and Drug Dependency Rehabilitation Program	No Change		
38	Early Retirement Incentive Program	No Change		
39	Deferred Salary Leave Plan	No Change		
40	In-Province Teacher Exchange Program	No Change		
41	Amendment by Mutual Consent	No Change		
42	Grievance Procedure	42.03 (a)	(iii)	For purposes of 42.03 (a) (ii), in the case of hirings subsequent to the signing date coming into effect 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.

Article	Title	Change	es	
			Step Three	If the decision in Step Two is not acceptable, the Union may within twenty (20) clear days refer the matter to an arbitrator. The arbitrator shall be chosen by mutual agreement between the parties. If within five (5) clear days the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Environment and responsible for Labour, upon the request of either party.
			(b)	
			Step Three	If the decision in Step Two is not acceptable, the Minister may within twenty (20) clear days refer the matter to an arbitrator. The arbitrator shall be chosen by mutual agreement between the parties. If within five (5) clear days the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Environment and responsible for Labour, upon the request of either party.
43	Salary	43.01 A	(i) For the shall be	period August 1, 20145 to July 31, 20126 salaries for all teachers in accordance with the salary schedules set forth in Schedules to, which schedules shall be deemed to be part of this Agreement.
			August divided of scho	ulate the annual salary for the academic school year beginning on 1, 20145, the appropriate salary from Schedule D1 shall be by one hundred ninety-five (195) and multiplied by the number ol days taught and claimed from August 1, 20145 to July 31, both dates inclusive.
		43.01	shall be	period August 1, 20126 – July 31, 20137 salaries for all teachers in accordance with the salary schedule set forth in Schedule D2 which schedule shall be deemed to be part of this Agreement.
			August divided of scho	ulate the annual salary for the academic school year beginning on 1, 20126, the appropriate salary from Schedule D2 shall be by one hundred ninety-five (195) and multiplied by the number ol days taught and claimed from August 1, 20126 – July 31, both dates inclusive.
		43.01	shall be	period August 1, 20137 – July 31, 20148 salaries for all teachers in accordance with the salary schedule set forth in Schedule D3 which schedule shall be deemed to be part of this Agreement.
			August divided of scho	ulate the annual salary for the academic school year beginning on 1, 20137, the appropriate salary from Schedule D3 shall be by one hundred ninety-five (195) and multiplied by the number ol days taught and claimed from August 1, 20137 – July 31, both dates inclusive.
		43.01	shall be	period August 1, 20148 – July 340, 20159 salaries for all teachers in accordance with the salary schedule set forth in Schedule D4 which schedule shall be deemed to be part of this Agreement.

Article	Title	Change	es	
			(ii)	To calculate the annual salary for the academic school year beginning on August 1, 20148, 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, 20148 – July 340, 20159, both dates inclusive.
		43.01	E (i)	Effective on July 31, 2019 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D5 hereto, which schedule shall be deemed to be part of this Agreement.
			(ii)	To calculate the salary on July 31, 2019 the appropriate salary from Schedule D5 shall be divided by one hundred ninety-five (195).
		43.02	for the 20147 for Ju the proshall b allowa	ition to the salaries referred to in 43.01, supervisory personnel shall be paid a periods August 1, 20125 – July 31, 20136, August 1, 20136 – July 31, August 1, 20147 – July 31, 20158, August 1, 2018 – July 30, 2019, and ly 31, 2019 additional salary (supervisory allowance) in accordance with ovision of Schedules E1, E2, and E3, E4 and E5 hereto which schedules be deemed to be a part of this Agreement. The calculation of the supervisory nee shall be as in 43.01 A, B, C, and D, and E (i) and (ii), but using tales E1, E2 and E3, E4 and E5.
		43.05		ollowing provisions shall apply to teachers holding and being paid in ance with a vocational teachers' permit or certificate: 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. When a teacher who holds a VTP "A" receives a change in certification, the teacher shall be paid the applicable salary in accordance with Schedules D1, D2, D3, and D4 and D5 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.
		43.07	(i) (ii) (iii)	For purposes of determining the additional salary paid to supervisory personnel in accordance with the schedules set forth in Schedules E1, E2, and E3, E4 and E5 hereto, each regularly employed teacher shall be counted as provided in (ii). Regularly employed teacher shall mean, for purposes of Schedules E1, E2, and E3, E4 and E5 • Full time teachers • Term contract teachers prorated to full time equivalency but shall not include teachers who are on leave for the full school year. The number of teachers to be included for purposes of Schedules E1, E2, and E3, E4 and E5 hereto shall be determined on the last teaching day of September of each year.
44	Supervisory and Administrative Positions	No Cha	inge	·
45	Evaluation of Teaching Staff	No Cha	inge	
46	Individual Program	No Cha	inge	
47	Plans Temporary Assignments	No Cha	inge	

Article	Title	Change	Changes			
48	Teacher	No Cha				
	Information					
49	Distance Education	Distance	e Education Distributed Learning			
		49.01	It is recognized that in order to fully prepare students for the future, all students need to have access to distributed learning opportunities throughout their public education experience.			
		49.02	Distributed Learning is a method of instruction that relies primarily on communication between students and teachers through the internet or other electronic-based delivery, teleconferencing, video conferencing or e-correspondence. It allows teachers, students, and content to be located in different, non-centralized locations so that instruction and learning can occur independent of time and place.			
		49.013	All distance education courses distributed learning courses provided by a School Board provided to public school students shall be taught by certified teachers under contract with a School Board in a form approved under this Agreement.			
		49.0 24	The participation of a teacher in a distance education distributed learning 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.			
		49.035	The School Board shall provide that each school participating in a distance education distributed learning 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 distributed learning class are supervised while at school.;			
			(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.			
		49.0 46	Each receiving site shall designate a teacher to coordinate distance education			
			distributed learning within the school. The role of the coordinating teacher shall			
			be, as required:			
			(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 distributed learning 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, where appropriate ;			
			(v) to maintain regular contact with the teacher delivering distance education distributed learning;			
			(vi) to maintain accurate registration records for distance education distributed learning students;			
			(vii) to coordinate evaluation schedules under the direction of the distance education distributed learning teacher;			

Article	Title	Changes			
			(viii) to assist in dealing with parental enquiries and concerns as they arise.		
			The assignment shall be part of the co-ordinating teacher's regular assignment and shall not infringe upon the co-ordinating teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.		
		49.05	The School Board, if requested, will convene a meeting of parents at the receiving sites before September 30th in each academic school year. The distance education teacher of the course(s) at his/her discretion will have an opportunity to address the parents via technology.		
		49.07	Where the same course is offered within the school and fits a student's timetable, students shall require approval from the Director of Programs, or designate from the Board office, before taking the distributed learning course.		
		49.068	 (i) Where existing video and audio transmission technologies are being utilized for distance education in schools, the maximum number of students enrolled in a distance education course at all sites should not exceed twenty two (22) students, unless the School Board can demonstrate to the Union the feasibility of increasing that number to a maximum number of twenty five (25) students. The maximum number of sites shall not exceed five (5). The maximum number of students permitted in a distributed learning course shall be twenty-five (25). (ii) In the event that new technologies are used in the delivery of distance education courses, the parties agree to meet to determine the appropriate number of sites, student numbers, and other related educational issues. 		
		49.07 9	Teachers participating in distance education distributed learning programs shall be provided with access to ongoing professional development in distance education distributed learning. Consideration shall be given to providing professional development activities as part of in-service days pursuant to Article 25 of this Agreement. Necessary costs for School Board approved professional development activities shall be paid by the School Board and may be claimed subject to Article 60 Professional Development Fund of this Agreement.		
		49. 08 10	(i) Distance education courses shall be scheduled during the students' instructional hours. The structure of the school day for a teacher assigned to teach distributed learning, whether synchronous or asynchronous, may be different but equivalent to the length of school day for teachers assigned to teach non-distributed learning courses.		
			(ii) Any changes to the structure of the school day pursuant to (i) which impacts an individual teacher teaching distributed learning shall not occur without the agreement of the teacher. Should the Employer determine that the structure of the school day is to be different from what was assigned, should the distributed learning teacher decline the change, the Employer may still proceed with the change, in which case local provisions would apply to that teacher.		
		49. 09 11	(i) Teachers in schools which transmit distance education distributed learning courses shall have the option to request a distance education distributed learning assignment.		

Article	Title	Changes
		(ii) A notice of assignment involving distance education distributed learning shall be subject to assignment provisions in the Local Agreement.
		 49.102 A standing Distance Education Distributed Learning Committee consisting of two (2) representatives from the Department of Education and Early Childhood Development, two (2) representatives from the Nova Scotia School Boards' Association School Boards and four (4) representatives from the Union shall be established to address issues surrounding distance education the ongoing development of distributed learning. The Committee must shall meet at the request of either the Department of Education and Early Childhood Development or Union but in any event not less than twice a yearand provide an annual written report to the parties bound by this Agreement. Without limiting the scope of the Committee, the following are expected topics: The application of reasonably equivalent hours of work Appropriate time and resources for those teaching distributed learning courses Professional development Technological change
		49.11 (i) The parties recognize that there are distance education course(s) which meet the requirements of the Public School Program but which do not meet the requirements of Article 49.01. In such cases the Distance Education Committee may, by unanimous approval, authorize the offering of the course(s) by a School Board to public school students. (ii) Where approval has been given pursuant to (i), the Committee shall annually review the approval of the offering of the course(s). (iii) Where a request is made by a School Board pursuant to (i) and/or where a review is being conducted pursuant to (ii), the requesting School Board must provide information as requested by the members of the Committee.
50	Travel Allowance	No Change
51	Liability Insurance	No Change
52	Deductions	No Change
53	Falsely Accused Employee Assistance	No Change
54	Capital Projects	No Change
55	Accommodation	No Change
56	Contracting Out	No Change
57	Educational Events	No Change
58	Long Term Disability Insurance	58.05 The Trustees appointed by the Employer with respect to the Dental Policy, Total Care Policy, and Life and AD&D Policy shall be deemed to be Trustees with respect to the NSTU Long Term Disability Insurance for teachers, with all the customary rights and powers of a Trustee, and any necessary amendments to the Trust Deed, the Master Agreement, Master Agreement (Supplementary) Agreement or any other amending documents shall be made to effect this within ninety (90) days of the signing coming into effect of this agreement.
59	Marking and Preparation Time	59.05 A teacher who is required by the Principal to fill in when a substitute is not hired pursuant to Article 32.23 (Substitute Teachers) of this Agreement shall have the lost marking and preparation time rescheduled within ten (10) school days.

Article	Title	Change	es		
60	Professional Development Fund	60.01	(i)	shall al	encing with the 2012/2013 2015/2016 fiscal year the Minister locate annually to each School Board funds for a Professional pment Fund (the Fund) as follows:
				(v)(e) (vi)(f) (vii)(g)	Chignecto-Central Regional School Board - \$1,023,922
			(ii)	change Scotia	we the 2013/2014 2016/2017 fiscal year funds in 60.01 will according to the change in the Consumer Price Index [CPI Nova all items (2002 = 100)] for December 20125 over December and each year thereafter accordingly.
			(iii)	(a)	Notwithstanding 60.01 (ii), effective the 2017/2018 fiscal year up to one-half of any increase in the Consumer Price Index [CPI Nova Scotia all items (2002-100)] for the total fund for December 2016 over December 2015 and each year thereafter accordingly shall be allocated to the Conseil scolaire acadien provincial until the Conseil scolaire acadien provincial allocation is \$400,000.00.
				(b)	Notwithstanding 60.01 (ii), effective the 2017/2018 fiscal year, fiscal year funds in 60.01 (i) will change according to the change in the Consumer Price Index [CPI Nova Scotia all times (2002 = 100)] for December 2016 over December 2015 and each year thereafter accordingly less the portion in 60.01 (iii) (a) until the Conseil scolaire acadien provincial allocation is \$400,000.00.
		60.11A	fundin	g/remun	ust inform the Committee of any other sources of eration for expenses covered by this Fund and the from the Fund shall be accordingly reduced.
		60.23A	leave, t	the teach	er is unable to continue to fulfill the approved educational er must inform the Committee as soon as possible and provide he Committee.
		60.29A	leave, t	the teach	er is unable to continue to fulfill the approved educational er must inform the Committee as soon as possible and provide he Committee.
61	Service Award/Death Benefit	61.02A	amoun of serv to calc salary	it of the S ice up to culate the applicab ence, inc	g Article 61.02, the years of service used to calculate the Service Award/Death Benefit under that article shall be years July 31, 2015. However, for greater certainty, the salary used a Service Award/Death Benefit shall be the annual rate of the teacher according to the teaching certificate and cluding any administrative allowance, on the last day of

Article	Title	Changes
		61.05 The service award/death benefit shall be calculated at a rate of one percent (1.00%) for each year of service to a maximum of thirty (30) years of service up to July 31, 2015, multiplied by the annual rate of salary applicable to the teacher according to the teaching certificate and experience, including any administrative allowance, on the last day of employment.
62	School Day for Teachers	No Change
63	Class Climate	No Change
64	Collection of Money	No Change
65	Legal Assistance and Protection	No Change
66	Method of Payment	No Change
67	Retirement Seminars	No Change
68	Teacher Property – Loss or Damage	No Change
68A	Assessment	68A.01 When a classroom teacher is required to perform Provincial or Board mandated student assessments that require extended one-on-one student-teacher time, including, but not limited to, Oral Reading Assessments and Observation Surveys, supervision of the remaining students shall be provided by a substitute teacher unless the hiring of a substitute teacher is not operationally required. The obligation to hire a substitute shall be deemed to have been met in the event a substitute is not available after the Employer has made every reasonable effort to hire a substitute.
68B	Working Conditions	68B.01 The parties under this Agreement recognize the importance of the systems, policies and structure of the school system to create a workplace and learning environment that supports teachers to carry out their duties pursuant to the Teachers' Provincial Agreement. The parties acknowledge the right of the Minister and School Boards, subject to any Professional Agreements with the NSTU, to establish systems, policies and structures in their respective jurisdiction of Nova Scotia's public education system.
		68B.02 A teacher(s) who considers a system, policy or structure as causing a significant barrier(s) to carrying out the teacher's duties may report the facts of the situation in writing to their immediate supervisor who shall investigate, take appropriate action, and report the response in writing within fifteen (15) days to the teacher(s).
		68B.03 If the immediate supervisor is unable to resolve the concerns of the teacher(s), the teacher(s) and/or the immediate supervisor may report, in writing, the facts of the situation to a Working Conditions Review Team. The Working Conditions Review Team shall comprise a representative designated by the Superintendent, and a representative designated by the Union.
		68B.04 The Working Conditions Review Team shall meet with the teacher(s) and the immediate supervisor within ten (10) days to review the teacher's written concerns. The teacher(s) may be accompanied by a representative of the Union.
		68B.05 The Working Conditions Review Team shall examine all options available within the Board and make recommendations within fifteen (15) days of the meeting with the teacher(s) and the immediate supervisor or such longer

Article	Title	Change	S
			period as may be agreed by the Union and the School Board representative. The recommendation(s) of the Working Conditions Review Team shall be reported to a designate of senior staff of the Board as determined by the Superintendent, with a copy to the teacher(s) and the immediate supervisor.
		68B.06	The senior staff designate of the Board will review and assess the recommendation(s) of the Review Team and will report back within ten (10) days to the Review Team to identify which recommendations will be implemented, if any, and will provide status updates when accepted recommendations have been implemented. The senior staff member's decision as to whether or not to implement the recommendation(s) is non-grievable.
		68B.07	In the event that the senior staff designate is unable to agree with the recommendations of the Working Conditions Review Team and the teacher(s) remains dissatisfied, the teacher(s) may refer the matter to the Union. Where the Union considers the matter to be systemic in nature, the Union may refer the matter to the co-chairs of Council to improve Classroom Conditions for consideration of placement on the agenda of the Council.
68C	Council to Improve Classroom Conditions	68C.01	The parties to this Agreement shall, within fourteen (14) days of the coming into effect of this Agreement, establish a Council to Improve Classroom Conditions ("Council") consisting of (a) a Co-Chair appointed by the Department of Education and Early Childhood Development; (b) a Co-Chair appointed by the Nova Scotia Teachers' Union; (c) three (3) other members appointed by the Department of Education and Early Childhood Development; and (d) nine (9) other members appointed in accordance with Article 68C.02.
		68C.02	 The Department of Education and Early Childhood Development shall, upon the coming into effect of this agreement, invite teachers from all School Boards to submit expressions of interest to be appointed as members of the Council. The superintendents of the School Boards shall collectively consider any expressions of interest made under Article 68C.02(1) and appoint to the Council (a) three (3) elementary school teachers; (b) three (3) junior high school teachers; and (c) three (3) senior high school teachers. In making appointments under this Article, the superintendents shall consider cultural and regional representation. Appointments made pursuant to this Article have a term of up to two (2) years.
			The Co-Chairs shall jointly report to the parties the agreed recommendations of the Council. The purpose and mandate of the Council is to identify the concerns of teachers and to study and make recommendations to the Department and/or School Boards for implementation on systemic demands on teachers' time that may limit teachers' ability to facilitate student learning and success.
		68C.05	

Article	Title	Change	S	
			(ii)	The facilitator shall attend all meetings of the Council unless the Co-
				Chairs mutually agree otherwise.
			(iii)	The initial facilitator shall be appointed as soon as possible following
			(1)	the establishment of the Council.
			(iv)	Annual appointment of the facilitator shall occur by August 15th of
			(**)	each year. Costs of the facilitator shall be borne by the Department of
			(v)	Education and Early Childhood Development.
				Education and Early Childhood Development.
		68C.06	(i)	The Council shall meet, at a minimum, monthly during the school
				year unless the parties determine otherwise.
			(ii)	The co-chairs shall set the meeting dates for each school year by
			(***)	August 15th of the school year.
			(iii)	The co-chairs shall set the agenda for each meeting at least two (2)
			(iv)	weeks prior to the meeting. In the first year of implementation, the Council shall meet within 14.
			(iv)	In the first year of implementation, the Council shall meet within 14 days of the establishment of the Council.
				any 5 of the combination of the Council.
		68C.07	Studies	on any identified issues shall be completed within six (6) months of
			the issu	e first being discussed by the Council or such other time period as the
				l may deem appropriate. Studies will be conducted by the Council
				or by a working group struck through the Council.
				mendations will be made on the basis of consensus. In the event that
				ancil cannot reach consensus, recommendations may be made with the tent of both Co-Chairs.
			agreem	ent of both co-chairs.
		68C.07A	A In	the event that the Co-Chairs cannot agree on a recommendation in
				ordance with Article 68C.07, the Council may, by majority vote,
				uest that the facilitator determine whether any dispute or barrier
				uld be forwarded to an arbitrator in accordance with this Article.
				here the facilitator determines that all reasonable attempts have been
				austed to form a recommendation, the facilitator shall forward the pute to the arbitrator as set out below.
			(i)	The decision of the arbitrator shall be final and binding upon all
			(-)	parties concerned.
			(ii)	The arbitrator shall not reach any decision inconsistent with the
				terms and conditions of this Agreement, nor alter, amend, or
				modify any of the provisions thereof.
			(iii)	· · · · · · · · · · · · · · · · · · ·
				the Council and thereafter annually, agree on a list of three
			(iv)	arbitrators. The arbitrator shall be mutually agreed on by the Co-Chairs
			(14)	from the list of 3 arbitrators identified in (iii), or if the Co-Chairs
				cannot agree, the arbitrator shall be chosen by draw from the
				list of 3 arbitrators.
			(v)	The arbitrator shall not have the authority to create, change,
				alter or modify policy. Creation of policy is within the exclusive
				jurisdiction of the Minister or School Boards as appropriate.
				Notwithstanding the foregoing, in any dispute concerning the interpretation, application, and administration of existing
				policy, the arbitrator has the jurisdiction to interpret and apply
				the policy to the systemic conditions that gave rise to the issues.
			(vi)	
				basis, with a hearing or submissions within 30 days of the
				referral. The arbitrator shall have full authority over the
	This summary and parti			process.

Article	Title	Changes
		(vi) The arbitrator has no authority with respect to expenditure of monies unless a. the specific expenditure proposal was presented to the Council pursuant to Article 68C.08 or 68C.09; b. the proposal does not cause the Council to exceed any annual budget that may be established by the Minister for the Council; and c. the specific expenditure proposal does not exceed \$500,000 in a school year. (viii) The arbitrator shall render a decision within 30 days of receipt of submissions, or such other period as the parties mutually agree. (ix) Costs of the arbitrator shall be shared by the parties to this Agreement.
		68C.08 While not limiting the general mandate of the Council, the Employer and the Union have agreed on a number of priority issues they wish the Council to consider. The following areas shall comprise the Council's initial focus: (a) Data collection and reporting (b) Assessment and evaluation (c) The feasibility of moving one or two of the Article 25.05 (ii) pupil evaluation, classification and administrative days to a period(s) in the school year immediately prior to the preparation of report cards (d) Student attendance policy(s) (e) Technology and work processes, including Powerschool and TIENET (f) Scope of practice for teachers (g) Planning for student success (h) Complex classrooms (i) Class sizes, all levels (j) Student discipline policy(s). 68C.09 The Council shall develop a process to identify any additional priority areas which may be added, provided they are systemic in nature, for consideration by the Council. Examples may include identified trends and systemic issues from the Class Climate Review Teams and/or the Working Conditions Review Teams.
		68C.10 (1) The Council shall consider as an immediate priority at its first meeting items 68C.08(a) to (e). (2) The Council shall make recommendations respecting the areas referred to in 68C.10(1) by April 28, 2017.
69	Duration and Termination	69.01 This Agreement shall be in full force and effect for a term beginning August 1, 20125 and ending on July 31, 20159 or until a new agreement is reached in accordance with the <i>Teachers' Collective Bargaining Act</i> .
LOU #1	Affirmative Action	No Change
LOU #2	Substitute Teachers (Rate of Pay)	No Change
LOU #3	School Closures	No Change
LOU #4	Implementation Date	(a) clauses that are unchanged from clauses existing in the Teachers' Provincial Agreement dated November 10, 2011 May 14, 2013 are continued in effect from August 1, 20125;
		(c) all other clauses in this Agreement are effective on the date of signing of this Agreement comes into effect.

Article	Title	Changes
LOU #5	Joint Committee	The parties agree to form a committee comprised of three (3) members appointed by the
		Employer and three (3) members appointed by the NSTU to review Article 45 titled
		Evaluation of Teaching Staff.
		The mandate of the committee is to make non-binding recommendations to the Employer
		and the Union no later than March 1, 2015 or such earlier times as mutually agreeable to
		the parties.
		The committee shall:
		 Examine the article taking into account current literature with respect to evaluation;
		 Review Board policies to determine and recommend "best practices";
		 While maintaining the rights of teachers as contained in the existing article,
		determine if improvements can be made to the current article and/or Board policies.
LOU #6	Substitute Teachers	No Change
	Pilot (Injury on Duty)	
LOU #7	Marking and	The parties agree to form a committee comprised of three (3) representatives appointed
	Preparation	by the Employer and three (3) representatives appointed by the NSTU.
		The mandate of the committee is to make recommendations to the Employer and the
		Union no later than December 31, 2013.
		The Committee shall examine ways of scheduling marking and preparation time for
		teachers in schools where some or all courses are semestered.
		Where the parties to this Agreement are in agreement with the recommendations(s) of the
		Committee, the said recommendation(s) shall be included as an amendment to the
		Teachers' Provincial Agreement.
Schedule A	Permanent Contract	No Change
Schedule B	Probationary Contract	No Change
Schedule	Term Contract	No Change
C		
Schedule D	Salary	Amendments attached
Schedule E	Administrative Allowance	Amendments attached
Appendix	Early Retirement	No Change
A	Incentive Plan	The Change
Appendix	Deferred Salary	No Change
В	Leave Plan	N. C.
Appendix C	In-Province Teacher Exchange	No Change
Appendix	NSTU Group	No Change
D	Insurance Total	
	Care Extended	
	Benefits (Dental)	
Appendix	Supervisory and	No Change
Е	Administrative Time	
Appendix	Marking and	No Change
F	Preparation Time	

Schedule D1 August 1, 2015 - July 31, 2016

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	46118	1	46921	46921	46119	51711	57833	62940	67784
2	48289	2		46921	48290	54473	60896	66002	70847
3	50459	3		46921	50460	57234	63958	69065	73910
4	52630	4		46921	52631	59996	67021	72127	76972
5	54801	5		46921	54802	62758	70083	75190	80035
6	56970	6		51000	56972	65520	73146	78253	83097
		7 & 8			59143	68281	76209	81315	86161
		9 & 10				71043	79271	84378	89224
		11+				73804	82335	87440	92286

Schedule D2 August 1, 2016 - July 31, 2017

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	46118	1	46921	46921	46119	51711	57833	62940	67784
2	48289	2		46921	48290	54473	60896	66002	70847
3	50459	3		46921	50460	57234	63958	69065	73910
4	52630	4		46921	52631	59996	67021	72127	76972
5	54801	5		46921	54802	62758	70083	75190	80035
6	56970	6		51000	56972	65520	73146	78253	83097
		7			59143	68281	76209	81315	86161
		8 & 9				71043	79271	84378	89224
		10+				73804	82335	87440	92286

Schedule D3 August 1, 2017 - July 31, 2018

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	46579	1	47390	47390	46580	52228	58411	63569	68462
2	48772	2		47390	48773	55018	61505	66662	71555
3	50964	3		47390	50965	57806	64598	69756	74649
4	53156	4		47390	53157	60596	67691	72848	77742
5	55349	5		47390	55350	63386	70784	75942	80835
6	57540	6		51510	57542	66175	73877	79036	83928
		7			59734	68964	76971	82128	87023
		8				71753	80064	85222	90116
		9+				74542	83158	88314	93209

Schedule D4 August 1, 2018 - July 30, 2019

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	47278	1	48101	48101	47279	53011	59287	64523	69489
2	49504	2		48101	49505	55843	62428	67662	72628
3	51728	3		48101	51729	58673	65567	70802	75769
4	53953	4		48101	53954	61505	68706	73941	78908
5	56179	5		48101	56180	64337	71846	77081	82048
6	58403	6		52283	58405	67168	74985	80222	85187
		7			60630	69998	78126	83360	88328
		8				72829	81265	86500	91468
		9+				75660	84405	89639	94607

Schedule D5 July 31, 2019

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	47514	1	48342	48342	47515	53276	59583	64846	69836
2	49752	2		48342	49753	56122	62740	68000	72991
3	51987	3		48342	51988	58966	65895	71156	76148
4	54223	4		48342	54224	61813	69050	74311	79303
5	56460	5		48342	56461	64659	72205	77466	82458
6	58695	6		52544	58697	67504	75360	80623	85613
		7			60933	70348	78517	83777	88770
		8				73193	81671	86933	91925
		9+				76038	84827	90087	95080

SCHEDULE E1 August 1, 2015 – July 31, 2016

TEACHE	<u>RS</u>	
50 or	less	\$21,345
51 -	100	\$21,345 plus \$120 for each teacher over 50 to a maximum of \$27,663
101 -	200	\$29,204
201 -	350	\$31,450
351 -	500	\$33,702
501 -	650	\$35,939
651 -	800	\$38,188
801 -	1000	\$40,439
1001 -	1200	\$42,688
Over 12	00	\$44,938
	50 or 51 - 101 - 201 - 351 - 501 - 651 - 801 - 1001 -	51 - 100 101 - 200 201 - 350 351 - 500 501 - 650 651 - 800 801 - 1000

Director No less than 70% of the base rate or \$773 more than the Director would make if

the Director were principal of the largest school in the Director's system,

whichever is the greater.

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

responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a

maximum of 30 teachers, depending on the number under the Co-ordinator's

jurisdiction.

TEACHERS

Principal	schools with 1 - 5 teachers	\$5,956
	schools with $6 - 15$ teachers	\$5,956 plus \$717 for each teacher in excess of five (5)
	schools with $16 - 30$ teachers	\$13,129 plus \$541 for each teacher in excess of fifteen (15)
	schools with $31 - 45$ teachers	\$21,246 plus \$109 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$22,863 plus \$82 for each teacher in excess of forty-five (45)

Vice-Principal(s) 50% of the rate for the Principal of the School based upon the number of teachers

in geographic area of responsibility.

Department Head or \$563 for each full-time teacher in the department including department System Consultant head maximum \$5,640. For purposes of determining the equivalent number of

full-time teachers, a teacher must teach more than fifty percent (50%) of the

SCHEDULE E2 August 1, 2016 – July 31, 2017

	TEACHERS	
(Base Rate)	50 or less	\$21,345
	51 - 100	\$21,345 plus \$120 for each teacher over 50 to a maximum of \$27,663
	101 - 200	\$29,204
	201 - 350	\$31,450
	351 - 500	\$33,702
	501 - 650	\$35,939
	651 - 800	\$38,188
	801 - 1000	\$40,439
	1001 - 1200	\$42,688
	Over 1200	\$44,938

Director No less than 70% of the base rate or \$773 more than the Director would make if

the Director were principal of the largest school in the Director's system,

whichever is the greater.

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

responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a

maximum of 30 teachers, depending on the number under the Co-ordinator's

jurisdiction.

TEACHERS

Principal	schools with 1 - 5 teachers	\$5,956
	schools with $6 - 15$ teachers	\$5,956 plus \$717 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$13,129 plus \$541 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$21,246 plus \$109 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$22,863 plus \$82 for each teacher in excess of forty-five (45)

50% of the rate for the Principal of the School based upon the number of teachers Vice-Principal(s)

in geographic area of responsibility.

Department Head or \$563 for each full-time teacher in the department including department **System Consultant**

head maximum \$5,640. For purposes of determining the equivalent number of

full-time teachers, a teacher must teach more than fifty percent (50%) of the

SCHEDULE E3 August 1, 2016 – July 31, 2017

	TEACHE	<u>RS</u>	
(Base Rate)	50 or	less	\$21,558
	51 -	100	\$21,558 plus \$121 for each teacher over 50 to a maximum of \$27,940
	101 -	200	\$29,496
	201 -	350	\$31,765
	351 -	500	\$34,039
	501 -	650	\$36,298
	651 -	800	\$38,570
	801 -	1000	\$40,843
	1001 -	1200	\$43,115
	Over 12	00	\$45,387

Director No less than 70% of the base rate or \$781 more than the Director would make if

the Director were principal of the largest school in the Director's system,

whichever is the greater.

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

responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a

maximum of 30 teachers, depending on the number under the Co-ordinator's

jurisdiction.

TEACHERS

Principal	schools with $1-5$ teachers	\$6,016
	schools with 6 – 15 teachers	\$6,016 plus \$724 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$13,260 plus \$546 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$21,458 plus \$110 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$23,092 plus \$83 for each teacher in excess of forty-five (45)

Vice-Principal(s) 50% of the rate for the Principal of the School based upon the number of teachers

in geographic area of responsibility.

Department Head or \$569 for each full-time teacher in the department including department System Consultant

head maximum \$5,696. For purposes of determining the equivalent number of

full-time teachers, a teacher must teach more than fifty percent (50%) of the

SCHEDULE E4 August 1, 2017 – July 31, 2018

	TEACHE	<u>RS</u>	
(Base Rate)	50 or	less	\$21,881
	51 -	100	\$21,881 plus \$123 for each teacher over 50 to a maximum of \$28,359
	101 -	200	\$29,938
	201 -	350	\$32,241
	351 -	500	\$34,550
	501 -	650	\$36,842
	651 -	800	\$39,149
	801 -	1000	\$41,456
	1001 -	1200	\$43,762
	Over 12	.00	\$46,068

Director No less than 70% of the base rate or \$793 more than the Director would make if

the Director were principal of the largest school in the Director's system,

whichever is the greater.

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

responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a

maximum of 30 teachers, depending on the number under the Co-ordinator's

jurisdiction.

TEACHERS

Principal	schools with 1 - 5 teachers	\$6,106
	schools with $6 - 15$ teachers	\$6,106 plus \$735 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$13,459 plus \$554 for each teacher in excess of fifteen (15)
	schools with $31 - 45$ teachers	\$21,780 plus \$112 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$23,438 plus \$84 for each teacher in excess of forty-five (45)

Vice-Principal(s) 50% of the rate for the Principal of the School based upon the number of teachers

in geographic area of responsibility.

Department Head or \$578 for each full-time teacher in the department including department system Consultant head maximum \$5,781. For purposes of determining the equivalent

head maximum \$5,781. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the

SCHEDULE E5 July 31, 2019

	TEACHE	<u>RS</u>	
(Base Rate)	50 or	less	\$21,990
	51 -	100	\$21,990 plus \$124 for each teacher over 50 to a maximum of \$28,501
	101 -	200	\$30,088
	201 -	350	\$32,402
	351 -	500	\$34,723
	501 -	650	\$37,026
	651 -	800	\$39,345
	801 -	1000	\$41,663
	1001 -	1200	\$43,981
	Over 120	00	\$46,298

Director No less than 70% of the base rate or \$797 more than the Director would make if

the Director were principal of the largest school in the Director's system,

whichever is the greater.

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

responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a

maximum of 30 teachers, depending on the number under the Co-ordinator's

jurisdiction.

TEACHERS

Principal	schools with 1 - 5 teachers	\$6,137
	schools with $6 - 15$ teachers	\$6,137 plus \$739 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$13,526 plus \$557 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$21,889 plus \$113 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$23,555 plus \$84 for each teacher in excess of forty-five (45)

Vice-Principal(s) 50% of the rate for the Principal of the School based upon the number of teachers

in geographic area of responsibility.

Department Head or System Consultant

\$581 for each full-time teacher in the department including department

head maximum \$5,810. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the