

COLLECTIVE AGREEMENT

Between

**ATLANTIC PROVINCES SPECIAL EDUCATION
AUTHORITY**

(the "Board")

- and -

NOVA SCOTIA TEACHERS UNION

(the "Union")

Expiry Date: July 31, 2020

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Collective Agreement between:

The Atlantic Provinces Special Education Authority, a body corporate, established pursuant to the *Handicapped Persons Education Act*, R.S.N.S., 1989 c. 194 as amended

(referred to as the "Board")

and the Nova Scotia Teachers Union, a body corporate, established pursuant to the *Teaching Profession Act*, R.S.N.S., 1989 c. 209

(referred to as the "Union").

As the parties to this agreement have agreed to certain terms and conditions, some of which may vary from the general policies of the Nova Scotia Teachers Union and the Union has agreed, without prejudice to the policies of the Union, because of the special nature of circumstances involved in educating students of APSEA, therefore the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 The APSEA Centre is the buildings and property located at 5940 South Street in Halifax.
- 1.02 "Board" means the Board of Directors of APSEA.
- 1.03 "Clear Day" means a calendar day not including the day on which notice was given or received.
- 1.04 "Director" means the person appointed by the Board to be in charge of programs and services. In the case of the Director in charge of the programs for the deaf and hard of hearing and the programs for the blind and visually impaired the person appointed by the Board shall be a teacher.
- 1.05 The "Local President" is the teacher who is responsible for, and who speaks on behalf of, the teachers employed by APSEA.
- 1.06 "Program Advisory Committee" means a Committee appointed by the Board to advise the Board on programs and services.
- 1.07 For the purpose of this Agreement, "service with the Board" shall include service with the Inter-provincial School for the Deaf and the School for the Blind.
- 1.08 "Superintendent" means the person appointed by the Board as the Chief Executive Officer of the Board.
- 1.9 "Supervisory position" means the position of Superintendent, Director, Supervisor or any other similar position of responsibility.
- 1.10 "Surplus Teacher" means a teacher whose position is eliminated or phased out.
- 1.11 "Teacher" means a person holding a teacher's certificate or a vocational teacher's certificate or a vocational teachers permit pursuant to the *Education Act* of Nova Scotia and employed by the Board under a probationary, permanent or term contract pursuant to Article 11 - Tenure, to teach, supervise or administer for the Board.
- 1.12 "Teachers' Provincial Agreement" means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union ("NSTU").
- 1.13 "Term Position" means a position which would be filled by a term contract pursuant to Article 36 of this Agreement by a teacher employed by the Board.

- 1.14 "To contract out" means to make a contract or agreement in accordance with which a significant part of the work regularly done by the teachers employed by the Board is to be done by some other person or persons.
- 1.15 "Working Day" is a day on which the administration office of APSEA is open for regular business.
- 1.16 "Vacant Position" means a position for which there is no incumbent teacher.

ARTICLE 2 - RECOGNITION

- 2.01 The Board voluntarily recognizes the Union as the exclusive bargaining agent for and on behalf of all teachers employed by the Board, provided the majority of the teachers are members of the Union and further provided however that such voluntary recognition shall not in any event constitute or be deemed to constitute a voluntary recognition pursuant to the provisions of Chapter 19 of the Statutes of Nova Scotia 1972, the *Trade Union Act*.

ARTICLE 3 - APPLICATION

- 3.01 This Agreement applies to and is binding upon the Union, the teachers, the Employer, its representatives and the Board 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 Board.

ARTICLE 4 - EXCLUSIONS

- 4.01 Because of the unique set-up of the education system under the jurisdiction of the Board, the parties agree that the Superintendent and Directors shall be excluded from the bargaining unit.
- 4.02 Notwithstanding Article 4.01, where the Superintendent or Director holds a teacher's certificate or permit, pursuant to the *Education Act* of Nova Scotia, the Superintendent or Director shall be entitled to the following benefits contained in this Agreement:
- (i) Article 6 - Union Membership;
 - (ii) Article 11 - Tenure;
 - (iii) Article 16 - Vacancies and Appointments;
 - (iv) Article 23 - Educational Leave;
 - (v) Article 24 - Leave of Absence;
 - (vi) Article 27 – Pregnancy Leave, Parental Leave and Adoption Leave;
 - (vii) Article 28 - Leave for Birth of Child;
 - (viii) Article 31 - Sick Leave;
 - (ix) Article 32 - Special Leave;
 - (x) Article 35 - Professional Development Grants;
 - (xi) Article 36 - Conference Grants;
 - (xii) Article 39 - Employment Insurance Premium Reduction;
 - (xiii) Article 40 - Insurance;
 - (xiv) Article 41 - Liability Insurance;
 - (xv) Article 42 - Retirement Allowance;
 - (xvi) Article 43 - Travel Expenses;
 - (xvii) Article 45 - Interpreting Service;
 - (xviii) Article 46 - Salaries, Administrative Allowances, Teaching Service and Count Years;
 - (xix) Article 47 - Method of Payment;
 - (xx) Article 48 - Deductions;
 - (xxi) Article 54 - Recognition of Service; and,
 - (xxii) Article 71 – General

ARTICLE 5 - DELEGATION OF AUTHORITY

- 5.01 Where a power or authority is conferred on the Board or a duty or function is to be performed by the Board by or under any provision of this Agreement, the power or authority may be exercised and the duty or function may be performed by the Executive Committee.

ARTICLE 6 - UNION MEMBERSHIP

- 6.01 Every teacher employed by the Board in a teaching, supervisory or other professional capacity relating to education, shall be an active member of the Union unless he/she is expelled there from or unless he/she resigns by written notice addressed to the Union at its head office, and mailed by prepaid registered post.
- 6.02 Subject to Article 6.03, the resignation of a teacher from the Union shall take effect at the end of the school year in which the resignation is tendered, and shall be effective for one (1) year following such school year.
- 6.03 When a teacher is first employed by the Board a resignation by him/her from the Union shall take effect immediately:
- (i) if it is given before the first (1st) day of October when his/her employment began on the first day of the school year; or
 - (ii) if it is given within one (1) month after his/her employment began.
- 6.04 A teacher whose resignation from the Union is in effect may continue not to be a member of the Union from year to year provided that during each school year following his/her resignation, he/she gives written notice, pursuant to Article 6.01, of his/her intention not to be a member for the succeeding school year.
- 6.05 A teacher who resigns or is expelled from the Union and who continues to be employed by the Board in a teaching, supervisory or other professional capacity relating to education, shall pay to the Union, through regular deductions, an amount equivalent to the regular fees for membership as are prescribed by the Union.
- 6.06 The Board shall deduct from the salary of each member of the Union, and each teacher who resigns or is expelled from the Union, employed by it, an amount equal to the fees payable by the teacher to the Union according to the scale furnished by the Union. Deductions shall be made in equal bi-weekly installments beginning in the month of August or the month first employed in each school year and continuing for a period of time as agreed by the Board and Union.
- 6.07 Not later than the fifteenth (15th) day of August in every year, the Union shall send to the Board a list of the names and addresses of the persons who have resigned as active members of the Union and whose resignations are effective for the current school year.
- 6.08 Within ten (10) days after the effective date of the resignation of a member from active membership in the Union, other than a resignation that is effective at the end of a school year, or the expulsion of a member, or the readmission of a member, the Union shall send the name and address of the member to the Board.

ARTICLE 7 - EMPLOYER'S RESPONSIBILITIES

- 7.01 The Board is vested with the responsibility of managing the Centre and other educational facilities and of operating their programs and services. These responsibilities include, but are not limited to the following:
- (i) hiring, promoting, demoting, transferring, suspending, disciplining or dismissing teachers, or terminating teachers' contracts;
 - (ii) specifying teachers' responsibilities;
 - (iii) enforcing safety, health, and fire regulations;
 - (iv) changing existing methods, facilities or programs;
 - (v) laying off teachers because of lack of work or discontinuance of a function;
 - (vi) planning and controlling of the quality of the teaching program including establishing required qualifications for teaching and administrative positions.

- 7.02 The exercise of the responsibilities enumerated in Article 7.01 is subject to the specific provisions of this Agreement, and in discharging these responsibilities, the Board shall not act in a manner contrary to any provision of this Agreement. A grievance may be presented under the relevant provisions of this Agreement if it is believed that any provision of this Agreement has been violated by the exercise of these responsibilities.

ARTICLE 8 - CONTRACTING OUT

- 8.01 No teaching or supervisory function shall be contracted out while there are qualified teachers in the employ of the Board who, in the opinion of the Board and its administration, are competent to perform the function.
- 8.02 Notwithstanding Article 8.01, the Board reserves the right to engage professional services for such evaluative or related studies it may wish to undertake.

ARTICLE 9 - EXTRA-CURRICULAR ACTIVITIES

- 9.01 Any involvement, such as participation, supervision, administration, direction, coaching, by a teacher in extra-curricular activities shall be on a voluntary basis.

ARTICLE 10 - TEACHER'S PERSONNEL FILE

- 10.01 (a) The Board 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 APSEA Centre and shall be available to the teacher for viewing in the general office, upon request to the Superintendent, during the regular business hours. The file shall also be available to the teacher's representative upon presentation of a letter of authorization to the Superintendent and/or designated Director.
- (b) Access to the file shall be restricted to APSEA's senior administrators, the teacher and/or the teacher's representative(s); and such others as may be approved by a motion of the Board.
- (c) Pursuant to (b), the names and dates of those who have accessed the file, as a result of the Board motion, shall be recorded in the file.
- (d) A teacher's medical records shall be stored in a sealed envelope or in a separate secure medical file.
- 10.02 The Employer and the Board agrees 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.
- 10.03 (a) When a teacher evaluation is entered in the teacher's Official Personal Record File, the teacher shall acknowledge that the teacher has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall be permitted to attach comments related to the evaluation.
- (b) Notwithstanding Article 10.03 (a), in the event a teacher refuses to sign a teacher evaluation, the evaluation will be entered in the teacher's Official Personal Record File with a witnessed notation that the teacher has refused to sign the evaluation.
- 10.04 (a) 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.
- (b) 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.
- 10.05 Upon termination of employment, the teacher's Official Personal Record File shall become an inactive file and shall remain the property of the Board.
- 10.06 Except for a teacher evaluation, any unfavourable report entered in the teacher's Official Personal Record File shall be removed from the active file after the material has been on file for four (4) years, provided that no

further disciplinary action has been recorded during this time; or may be removed in a lesser period if, in the opinion of the Superintendent, the teacher's performance warrants removal.

10.07 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 Board, the teacher may grieve using the grievance procedure in this Agreement.

ARTICLE 11 - TENURE

11.01 In this Article:

- (i) "permanent contract" means a written contract between the Board and a teacher in a form as provided in Schedule "A" to this Agreement that has been entered into after the teacher has served under a probationary contract or has been employed by the Board for two (2) or more years immediately preceding the year in which the Board entered into probationary and permanent contracts with the teacher for the first time. For greater certainty, a teacher who has completed two (2) consecutive years of term service under Article 34.01(i) and is offered a vacant position in the immediately following school year will be given a permanent contract.
- (ii) "probationary contract" means a written contract between the Board and a teacher in a form as provided in Schedule "B" to this Agreement where the teacher is employed on a probationary basis of up to two years.
- (iii) "term contract" means a written contract, other than a probationary or permanent contract, between the Board and a teacher in a form as provided in Schedule "C" of this Agreement.

11.02 Where the probationary contract of a teacher is not terminated as provided in this Article, or the teacher is not suspended or discharged, the Board shall offer the teacher a permanent contract at the end of the second year of the probationary contract and may offer the teacher a permanent contract at the end of the first year of the probationary contract.

11.03 The Board may authorize the Superintendent to:

- (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
- (ii) a teacher who has been suspended shall:
 - (a) be given written notice of the complaint against the teacher, including reasons for the suspension, within seven (7) calendar days of the date of suspension; and
 - (b) be given an opportunity to appear before a Committee of the Board in person with or without counsel to make answer to the matters in the complaint within fourteen (14) calendar days of delivery of the notice of complaint; and
- (iii) within ten (10) calendar days of any appearance pursuant to Article 11.03 (ii) or, where there is no such appearance, within twenty (20) calendar days of the giving of written notice, pursuant to Article 11.03 (ii), the Committee of the Board 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.
- (iv) notwithstanding Article 11.03(i) and (iii), no salary shall be deducted from a teacher until the suspension is confirmed or varied and in such a case, where the suspension as confirmed or varied is with loss of salary, the Board 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.

11.04 The Board may, at anytime for just cause, by notice in writing, discharge any teacher in its employ.

11.05 The Board may by notice in writing given to the teacher not later than the fifteenth (15th) day of May, terminate a probationary contract or a permanent contract at the end of the school year for:

- (a) just cause, or
- (b) if, in the Centre where the teacher performs his/her duties, or in related educational programs/services including a day class/resource class outside the Centre where the teacher performs his/her duties, the estimated enrolment of students the teacher is qualified and willing to teach is insufficient to justify the employment of the teacher.

11.06 The Board shall not discharge a teacher or terminate a contract pursuant to Articles 11.04 or 11.05 until:

- (i) the Board has given the teacher written notice of the complaint upon which the discharge or termination of contract is based; and
 - (ii) an opportunity has been given the teacher by the Board to appear before the Board or a Committee of the Board, in person with or without counsel, within twenty-one (21) calendar days but not before seven (7) calendar days of receiving the notice pursuant to subsection (i) of this Article, to present comments on the notice and reasons on which the termination is based. A Committee shall be comprised of at least two-thirds of current appointees to the Board and five members of the Committee shall constitute a quorum; and,
 - (iii) the discharge or termination of contract is approved by a resolution passed by a majority of the members of the Board or a Committee of the Board (whichever heard the teacher).
- 11.07 Where the Board terminates a probationary contract, the termination is not subject to any grievance procedure provided in the contract relating to the employment of the teacher or to any appeal.
- 11.08 The Board may at any time prior to the appointment of an arbitrator, pursuant to Article 11.10, vary or revoke a suspension, discharge or termination of contract of the teacher, and where the suspension, discharge or termination is revoked, it shall be deemed not to have taken place.
- 11.09 A teacher who is suspended, discharged, or whose permanent contract is terminated, may grieve the suspension, discharge or termination, by giving written notice of grievance to the Board within twenty (20) days of the suspension, discharge or notice of termination.
- 11.10 When a notice of grievance is given pursuant to Article 11.09, an arbitrator shall be appointed by mutual agreement between the Board and the Union. If the parties are unable to agree upon an arbitrator within ten (10) days of the notice of grievance, either party may request that the Minister of Labour of the Province of Nova Scotia appoint an arbitrator.
- 11.11 The arbitrator shall have the powers of a commissioner appointed under the *Public Inquiries Act* of the Province of Nova Scotia and shall inquire into the suspension or discharge of the teacher or termination of the contract and shall, after hearing the teacher and the Board, make an order confirming, varying or revoking the suspension or discharge or confirming or revoking the termination of the contract.
- 11.12 An order made by an arbitrator shall be final and binding upon the teacher, the Union and the Board.
- 11.13 Nothing in this Article shall prevent an arbitrator from attempting to effect a settlement of the differences between the teacher and the Board and the terms of any settlement agreed upon by the teacher and the Board shall be final and binding.
- 11.14 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.
- 11.15 One-half (1/2) of the costs, expenses and fees of the arbitrator shall be paid by the Union and the other half by the Board.
- 11.16 Any teacher who during the school year 1973-74, or any school year thereafter, has a permanent contract or is deemed to have had a permanent contract and is hired thereafter by the Board, may be hired by way of a probationary contract, which contract shall not be for more than one (1) year.

ARTICLE 12 - SENIORITY

12.01 Seniority

- (i) Seniority shall denote the last consecutive period during which a teacher has in fact been actively employed by the Board on a permanent contract. Active employment means time performing assigned duties or on paid sick leave, pregnancy or parental leave, deferred salary leave, or any leave taken pursuant to this Agreement and subject to subsection (ii) of this Article.
- (ii) Effective August 1, 2000 seniority shall continue to accumulate:

- (a) during a leave of absence with or without pay to a maximum total of two (2) years, regardless of the number of leaves of absence a teacher may receive from the Board;
- (b) in all other cases for which this professional agreement between the Union and the Board expressly provides.
- (iii) Seniority for part-time teachers shall be pro-rated except for those teachers forced to take part-time positions or be laid off in which case they receive seniority on a full-time basis.
- (iv) Articles 12.01(i) and (ii) shall commence on August 1 of the 2000-2001 academic school year.
- (v) Any change in legal structures of the APSEA Board shall have no effect on the seniority of a teacher who was in the employ of the Board at the time of such change. The seniority of any teacher so affected shall be the same as it would have been had such change not taken place.

12.02 **Seniority List**

- (i) Each year the Board shall prepare a Seniority List showing the names of all permanent contract teachers.
- (ii) The names on the Seniority List shall be in the order of the effective dates of employment on a permanent contract. A qualification(s) will be denoted by each name and each will denote a qualification in BVI and/or DHH. Any teachers not qualified in BVI or DHH will be denoted as Other (Speech Pathologist, Psychologist, Audiologist). Any new classification must be mutually agreed upon by the Board and the Union.
- (iii) This provision shall come into effect on August 1 of the 2009-2010 academic school year.
- (iv) Notwithstanding Article 12.02 (v) the names on the 2009-2010 seniority list shall remain in the same order on subsequent seniority list, except for part-time teachers whose placement on the list may change.
- (v) When two (2) teachers have the same effective date of employment on permanent contracts, the teacher with the greater number of accumulated days of service with APSEA on a term or probationary contract shall be placed on the Seniority List first.
- (vi) When two (2) teachers have the same effective date of employment on permanent contracts and have an equal number of accumulated days of service with APSEA on a term contract or a probationary contract or a permanent contract, the teachers shall be placed on the Seniority List in the order by which APSEA has received the permanent contract signed by the teacher. The teacher can send the signed contract to APSEA by fax, courier, personal delivery or mail.
- (vii) Seniority is lost and the teacher's name is removed from the Seniority List for any of the following reasons:
 - (a) resignation of the teacher;
 - (b) a dismissal which remains uncontested or is confirmed by an arbitrator;
 - (c) contract termination: or,
 - (d) retirement.
- (viii) The Seniority List shall be based on seniority as of August 1 of each year and shall be made available to the Union and the Local President of each Local of the Union by October 15.
- (ix) After consultation with and approval by the Executive of each Local, copies of the Seniority List as finally approved shall be initialed by the Local President of each Local and the Superintendent by November 15.
- (x) The Seniority List shall be conclusive evidence of the seniority of teachers employed by APSEA.

ARTICLE 13 - STAFF REDUCTION

13.01 When it is necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition and in accordance with the following.

13.02 **Retention**

In determining staff retention in the system, the major criteria shall be, in order of priority:

- (i) seniority, pursuant to 12.01 and 12.02;
- (ii) professional qualifications related to the job assignment;
- (iii) supervisory reports on file;
- (iv) length of teaching service in Atlantic Canada;
- (v) length of total teaching service;

- (vi) Board discretion.

13.03 Procedures

- (i) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- (ii) Staff reduction shall be invoked only after release of teachers holding probationary contracts.
- (iii) Teachers directly affected by staff reduction policy shall be informed as soon as possible after a firm decision is made by the APSEA Board. The Superintendent or designate shall meet with each teacher who is receiving a notice of termination of employment.
- (iv) The Board shall provide a suitable letter for any teacher leaving because of staff reduction.

13.04 Programs

- (i) If the Board believes that the teacher who is to be laid off in accordance with the seniority provision is necessary to retain a full complement of teachers in a program, the Board may designate that teacher as being essential to the program.
- (ii) Prior to submitting the list of designated teachers to the APSEA Board, the Superintendent shall meet with the respective Local President of each Local of the Union.
- (iii) If the Union does not agree with the Board's decision then the Union may invoke the grievance procedure pursuant to Article 51.
- (iv) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be laid-off provided there is no teacher in the system having at least three (3) years seniority who is interested in and prepared to be further trained for the position for which the teacher was deemed necessary for a full complement of teachers within a program.
- (v) The teacher laid off pursuant to (iv) is entitled to an unpaid leave of absence for up to two (2) years. Any training shall be approved by the appropriate Director. Notwithstanding Article 12.01(ii) (a), the unpaid leave of absence for training will be continuous service with the Board.
- (vi) If a teacher accepts further training, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is undergoing further training returns to the system.

13.05 Re-employment List

- (i) The Board shall maintain a Re-employment List of all teachers, formerly employed by the Board who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the Board of all changes in address and telephone number and failure to do so will constitute a waiver on the part of the teacher to the right to be employed while the address and telephone number are inaccurate.
- (ii) Teachers on the Re-employment List shall be given first opportunity to fill teaching positions that subsequently become open or are created under the jurisdiction of the Board provided they are qualified, in the sole opinion of the Board, to fill the position.
- (iii) Notwithstanding Article 12.01(i), teachers rehired from the Re-employment List shall have the seniority they had prior to being released by the APSEA Board, reinstated.
- (iv) A teacher's name is removed from the Re-employment List after two (2) years or when a teacher chooses to waive his/her entitlement to remain on the Re-employment List by resigning pursuant to Article 22 - Severance Pay.
- (v) The list of names of teachers on the Re-employment List shall be sent to the Local President of each Local of the Union by September 30 of each year.

ARTICLE 14 - SECURITY OF POSITION FOR SURPLUS TEACHERS

14.01 Where surplus teachers are shown to exist, the surplus shall be resolved in accordance with the following procedure:

- (i) The Board shall send a list of all vacant and term positions to all permanent and probationary teachers;
- (ii) Teachers shall have five (5) days from the date the list is sent to indicate, in writing, their interest in transferring to one of the positions;
- (iii) With the mutual agreement of the Board and a teacher, a teacher shall transfer to a vacant or term position;

- (iv) If there are still surplus teachers after the implementation of Article 14.01(ii) and (iii), surplus teachers shall be identified by seniority, and shall be offered a transfer to any other vacant or term position for which the teacher has, in the opinion of the Board, the qualifications and experience;
- (v) Surplus teachers shall have priority for placement in all vacant and term positions that are posted up to and including June 30 of that school year.

14.02 All transfers to vacant positions pursuant to Article 14.01 shall be on a permanent basis.

14.03 A teacher who is transferred pursuant to Article 14.01 shall have the right of first refusal of a position that becomes open in the same area from which the transfer was made, provided that the teacher has, in the opinion of the Board, the qualifications and experience for the position. This right of first refusal exists for one (1) year from the effective date of the transfer.

ARTICLE 15 - TRANSFER OF TEACHERS

- 15.01 (a) A transfer is a substantial change in a teacher's geographic area of responsibility, consideration of which may include the effect of any changes to the teacher's caseload.
 (b) The Board shall not transfer a teacher without the consent of the teacher.

15.02 Notwithstanding Article 15.01(b), transfers necessitated by phase out of position or by the application of Article 13 - Staff Reduction may be effected without the consent of the teacher(s) involved.

15.03 Transfers effected pursuant to Article 15.02 shall be accomplished in a fair and reasonable manner. There shall be prior consultation with the teacher and the Board shall take into serious consideration the teacher's qualifications and place of residence.

- 15.04 (a) When a transfer due to a phase out of position or by application of the Article 13 - Staff Reduction necessitates a relocation of a teacher, the Board shall pay reasonable expenses to the teacher to a maximum of \$1,000.00 per transfer, provided that the teacher applies to the Board for reimbursement. Expense vouchers must accompany the application.
 (b) Notwithstanding subsection (a) of this Article, a teacher who exercises his/her right of first refusal set out in Article 14.03 and returns to the area from which the transfer was made shall not qualify for any expenses for relocating back to that area.

15.05 Following the placement of surplus teachers pursuant to article 14.01(i), the Board shall provide to each teacher through electronic communication (e-mail) and provide to the Local President of each Local of the Union a list of all vacant or term positions which are available for transfer of teachers. Only Permanent and Probationary contract teachers are eligible to apply and they must do so within five (5) days of the posting.

- 15.06 In determining the successful applicant as per Article 15.05, the major criteria shall be, in order of priority:
- (i) seniority, pursuant to 12.01 and 12.02;
 - (ii) professional qualifications related to the job assignment;
 - (iii) supervisory reports on file;
 - (iv) length of teaching service in Atlantic Canada;
 - (v) length of total teaching service;
 - (vi) Board discretion.

15.07 As many rounds of transfer as possible will be provided before June 15 in each School Year, but in no event shall there be fewer than two (2) rounds of transfer.

15.08 Notwithstanding Article 15.06, where the Locals of the NSTU agree that sufficient rounds of transfer have taken place, the procedures in Article 16 - Vacancies and Appointments may commence earlier than June 15.

15.09 Where no internal applications have been received for a vacant position after it has been posted in a round, the Board shall be allowed to fill the position according to the procedures in Article 16 – Vacancies and Appointments.

- 15.10 Teachers who apply for a transfer may be granted an interview for any vacant or term position for which they have expressed an interest, provided that the vacant or term position is posted before the last day of school.
- 15.11 Teachers who transfer or who are transferred from one program to another shall not suffer a loss of seniority, pursuant to Article 12.02(i).

ARTICLE 16 - VACANCIES AND APPOINTMENTS

- 16.01 The Board shall send a list of all vacant and term positions, including Superintendent or Director, to each teacher and the Union. As well the Board shall post the list at the Centre. After June 30, the Board may advertise externally and fill positions on a term basis in accordance with the qualifications it determines are necessary. Internal candidates may apply after June 30, at the same time, in accordance with the same criteria as external candidates. After June 30, when the Board hires from outside APSEA, it shall offer a term or probationary contract and the position shall be for one year. The positions shall be available to all teachers in the following school year pursuant to 16.04.
- 16.02 Notwithstanding 16.01, Superintendent and Director positions may be advertised by the Board externally at least two (2) weeks before the closing date for accepting applications.
- 16.03 (i) The Board shall give preference in filling any positions firstly to permanent contract teachers employed by the Board, secondly to probationary contract teachers employed by the Board, and finally to other teachers, provided in all cases that the teacher applicant meets the qualifications and experience criteria specified by the Board for the position.
- (ii) Notwithstanding 16.03 (i), in filling a supervisory position, the Board shall firstly advertise the position to permanent contract teachers employed by the Board and secondly to other qualified teachers if no permanent contract teacher applicant meets the criteria for the position.
- (a) permanent contract teachers who apply for a supervisory position shall compete on the following criteria: qualification, abilities and experience. The Board shall determined the weight to be given to each of the criteria, provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15%) and no more than forty-five percent (45%).
- (b) where no permanent contract teacher is successful in filling an advertised supervisory position, the Board shall apply the criteria set out in (a) to other non-permanent contract qualified teachers who apply for the position.
- 16.04 Prior to the beginning of transfers pursuant to Article 14, the Board shall send a list of any positions that were filled after June 30 of the previous school year to all teachers and the Union. Only permanent and probationary teachers are eligible to apply and must do so within five (5) days of the posting.
- 16.05 A permanent or probationary teacher who applies for a position under Article 15 or 16 may, at the time of application request to be appointed on a one year term basis. At its discretion the Board may approve that application.
- (i) In the event the position is permanent, the teacher will have the option to remain in the position if it is available or at the end of the year return to his/her former position. The teacher shall notify the Board of his/her decision in writing by April 1.
- (ii) In the event the position is a term position, then the teacher shall return to his/her former position. If the position no longer exists, Article 14 and 15 shall apply.
- 16.06 Any person interviewed for a teaching or supervisory position shall have access to a copy of this Agreement during the interview.
- 16.07 All advertisements for positions shall include the closing date for applications.
- 16.08 (i) Where a teacher in a supervisory position is moved to another position in accordance with Article 15.02, the teacher shall receive for one year following the move not less than the salary the teacher would have received had the move not been initiated.

- (ii) Where a teacher has been in a supervisory position for three (3) years or more and is moved to a non-supervisory position at the request of the teacher, the teacher shall receive for one year following the move not less than the salary the teacher would have received had the move not been requested.

ARTICLE 17 - TEACHER CERTIFICATION AND CHANGE IN CERTIFICATION

General

- 17.01 A teacher shall apply to the Minister of Education of Nova Scotia or delegated official for certification or change in certification.
- 17.02 An application made under Article 17.01 shall be supported by an official transcript or transcripts or acceptable documentation issued by the appropriate institution(s).
- 17.03 Documentation as per Article 17.02 shall be submitted within a reasonable time after receipt.
- 17.04 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 30 days the Union shall be informed in writing.

Initial Certification

- 17.05 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

- 17.06 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.
- 17.07 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

- 17.08 Effective August 1, 1998, except as otherwise provided in the Agreement and the recall of teachers who have been phased out, the minimum teaching certificate to be held by any teacher prior to being employed on a probationary or permanent contract by the Board shall be a TC5/ITC.

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 Articles 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 Article 18.02.

- 18.04 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.
- 18.05 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.
- 18.06 Notwithstanding Articles 18.04 and 18.06 in this Agreement, any teacher in a job-sharing situation, pursuant to Article 36.01 (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 - SCHOOL YEAR

- 19.01 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.
- 19.02 The length of the school year shall not exceed one hundred ninety-five (195) days taught or deemed to be taught.
- 19.03 Included in the one hundred ninety-five (195) school days pursuant to Article 19.02, there shall be at least eight (8) days available for In-Service Education and organization.
- 19.04 The days identified pursuant to Article 19.03 shall, with the approval of the Director, be designated for use as follows:
- (i) organization purposes;
 - (ii) pupil evaluation and classification and administrative purposes;
 - (iii) attendance at APSEA, school board or Department of Education sponsored and approved in-service programs.
 - (iv) APSEA will provide up to two (2) in-services annually.
- 19.05 The Centre 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.
- 19.06 Teaching days shall not include Saturday, Sunday or a statutory holiday which is within the school year.
- 19.07 Notwithstanding 19.06, the calendar arrangement of teaching days and holidays for the Centre in any school year, within the period September 1 to June 30, both dates inclusive, shall be the responsibility of the Superintendent in consultation with the Local President of each Local of the Union.
- 19.08 Where the one hundred ninety-fifth (195th) school day in any school year falls on a Monday, APSEA may declare that the one hundred ninety-fifth (195th) school day will be held on the Saturday immediately preceding the Monday.
- 19.09 The calendar arrangement of school days and holidays for a teacher employed outside the Centre shall parallel the calendar of the Regional School Boards/School Unit(s) where the teacher is assigned.
- 19.10 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 APSEA, such days to be determined by the individual supervisory person involved, based on his/her professional judgment in consultation with the Director.

ARTICLE 20 - ADVANCE REPORTING CREDIT

- 20.01 Teachers who are requested by the Board in writing and who agree to work during any part of the School Year other than the 195 days prescribed shall be granted time off, with the approval of the Director, to a maximum of ten (10) days to compensate for such time worked.
- 20.02 If days requested are denied, the teacher will be given the reasons in writing.

ARTICLE 21 - RIGHT TO UNION REPRESENTATION

- 21.01 Every teacher shall have the right to Union representation at any meeting called for disciplinary purposes by supervisory personnel.
- 21.02 Notwithstanding Article 21.01, any meeting called by supervisory personnel and which becomes disciplinary in nature shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 21.03 When a meeting, which is disciplinary in nature, is scheduled, the supervisory personnel shall notify the teacher in advance so that the teacher may contact the teacher's Union representative to attend the meeting. Contacting the Union representative shall not delay the meeting for more than forty-eight (48) hours.
- 21.04 For purposes of this Article, "disciplinary purposes" means any meeting which may result in a verbal or written reprimand, suspension or dismissal of a teacher.

ARTICLE 22 - SEVERANCE PAY

- 22.01 Where the permanent contract of a teacher who has five (5) or more years of continuous service is terminated pursuant to Article 13 - Staff Reduction, the teacher, upon application to the Board, is entitled to severance pay equal to the amount obtained by multiplying the number of completed years of continuous service as a teacher with APSEA 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 in no case shall severance pay exceed fifty percent (50%) of the salary rate of a TC5/ITC5/VTCII, Position 7.
- 22.02 Notwithstanding Article 22.01, 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 any actuarial reduction, shall not be eligible for severance pay.
- 22.03 Notwithstanding Article 22.01, a teacher who, before the effective date of termination, refuses an offer to teach for the school year immediately following the school year in which termination occurs shall not be eligible for severance pay.
- 22.04 Severance pay is payable by the Board immediately upon the expiration of one year after the effective date of the termination of the teacher's contract. Provided however, if the teacher is re-hired by the Board prior to October 15 of the school year immediately following the effective date of termination of the teacher's contract: the teacher shall not be entitled to severance pay; and the teacher's seniority shall continue as if the teacher's permanent contract had not been terminated.
- 22.05 A teacher whose permanent contract is terminated may choose to waive entitlement to remain on the Board's Re-employment List by resigning at anytime. If the teacher chooses to resign before the expiration of one year after the effective date of termination of the teacher's contract, severance pay shall be payable not later than one month after the effective date of the teacher's resignation.
- 22.06 Where a teacher has been paid severance pay and is subsequently re-employed by the Board as a teacher, service prior to re-employment shall not be used for the purpose of calculating any subsequent severance pay.

ARTICLE 23 - EDUCATIONAL LEAVE

- 23.01 A permanent contract teacher who has been in the employ of the Board for the immediately preceding three (3) years may apply for Educational Leave.
- 23.02 Teachers on Educational Leave must:
- (i) undertake some educational study or research; or
 - (ii) undertake a program of travel for educational purposes.
- 23.03 A teacher granted Educational Leave shall teach for the Board for a minimum period of two (2) consecutive years immediately following the year of leave.
- 23.04 Notwithstanding Article 23.03, a teacher shall be granted a one (1) year leave of absence without pay following the year of Educational Leave if such time is necessary to complete the program of study undertaken during the educational year.
- 23.05 A teacher, on return from Educational Leave, shall be reinstated to the position held by him/her immediately prior to going on Educational Leave or to a position mutually agreed upon by the teacher and the Director. If the position has been phased out or if mutual agreement cannot be achieved, the teacher shall be governed by the provisions of Article 13 - Staff Reduction and Article 14 - Security of Position of this Agreement.
- 23.06 The teacher shall receive during the leave one hundred percent (100%) of the salary which would ordinarily have been paid to the teacher if the teacher had not been on educational leave.
- 23.07 Subject to Articles 23.11 and 23.12, a maximum of two (2) teachers may be granted Educational Leave in any one (1) year, provided sufficient applicants successfully fulfill the eligibility requirements.
- 23.08 Written application for Educational Leave must be made to the Board on or before the fifteenth (15th) day of February, and shall be submitted to the Committee no later than twenty (20) days following receipt of the application.
- 23.09 The Board shall notify the teachers concerned of the approval of the Educational Leave on or before the thirtieth (30th) day of March of the same year as application for leave is made.
- 23.10 Selection of teachers to be granted Educational Leave shall be made by a committee, which shall have full power and discretion in selecting teachers for Educational Leave. Such committee shall consist of five (5) persons appointed annually:
- (i) two (2) representatives appointed by the Union;
 - (ii) two (2) representatives appointed by the Board;
 - (iii) a chairperson, who shall be a professional educator chosen by mutual agreement between the representatives of the Union and the Board.
- 23.11 The Board shall provide to the Committee on or before November 1 of each year its anticipated priorities and needs which will be among the primary considerations used in awarding educational leaves.
- 23.12 Notwithstanding Article 23.11, in reviewing all applications for Educational Leave, the selection committee shall give general preference to applications according to the following terms of reference:
- (i) a major consideration in the selection of teachers for Educational Leave will be the significance of the proposed plan of study or program of travel in light of the needs of the Board in relation to its programs and services;
 - (ii) the probability of the applicant using the training or travel directly in fulfilling his/her responsibilities with the Board will be an important consideration;
 - (iii) applicants must have an approved plan of full-time study or travel;
 - (iv) plans for study or travel will receive consideration in accordance with their educational or research content.

- 23.13 No variation in the program of studies contained in the application for leave shall be made without the approval of the Committee pursuant to Article 23.11.
- 23.14 A teacher who has received an Educational Leave shall become eligible for a second such leave five (5) years after the initial Educational Leave in accordance with Article 23.13 of this Agreement.
- 23.15 A teacher on Educational Leave shall receive the normal increment in salary and any other benefits for which he/she would be eligible.
- 23.16 Salary payments and deductions for teachers on Educational Leave shall be made in accordance with the provisions of this Agreement.
- 23.17 Educational Leave shall not be granted for illness or reasons of health.
- 23.18 In the event that the teacher does not return to work for the Board at the end of his/her Educational Leave, except due to illness or death, he/she shall, if requested to do so by the Board, immediately pay to the Board a sum equal to the money paid to him/her by the Board while on Educational Leave and in the event of his/her return to the Board, but failing to remain in its employ, except due to illness or death, for the required time, pursuant to Article 23.03, he/she shall, if requested to do so by the Board, pay the Board on his/her leaving its employ a sum arrived at by prorating the amount of allowance received by him/her while on Educational Leave to the portion of time pursuant to Article 23.03, which he/she worked for the Board following his/her return from Educational Leave.
- 23.19 Notwithstanding Article 23.19 payment to the Board may be recovered from the teacher through equal deductions within a twelve (12) month period.
- 23.20 There shall be no age restrictions placed on Educational Leave provided the teacher can fulfill the requirements pursuant to Article 23.03.

ARTICLE 24 - LEAVE OF ABSENCE

- 24.01 The Board shall grant a one (1) year leave of absence to a permanent contract teacher who applies for such leave.
- 24.02 Once a teacher has had a one (1) year leave of absence, the Board may grant subsequent leaves of absence to the teacher for a period of two (2) years.
- 24.03 The Board shall grant a leave of absence for a period of less than one (1) year to a permanent contract teacher who applies for such leave and may grant such a leave to a probationary or term contract teacher provided a qualified substitute is available.
- 24.04 An application for leave of absence, pursuant to Article 24.01 shall be submitted in writing to the Director on or before the first (1st) day of April of the school year immediately preceding the school year in respect of which leave is requested.
- 24.05 An application for a leave of absence, pursuant to Article 24.03, shall be submitted, in writing, to the Director, at least two (2) weeks prior to the commencement of the requested leave. This time line shall be waived under extenuating circumstances.
- 24.06 Upon return from a leave of absence, the teacher shall be reinstated to the position held by him/her immediately prior to going on leave of absence, or to a position mutually agreed upon by the teacher and the Director. If the position is phased out or if mutual agreement cannot be achieved, the teacher shall be governed by the provisions of Article 13 - Staff Reduction or Article 14 - Security of Position of this Agreement.

- 24.07 A leave of absence granted pursuant to this Article shall be without pay and all other employment benefits of a teacher on leave of absence shall be suspended during the leave of absence, but shall be reinstated when the teacher resumes teaching in the employ of the Board.
- 24.08 If a leave of absence is requested pursuant to Article 24.03 notification of approval or rejection shall be given in writing to the teacher by the Board as soon as a decision is made.
- 24.09 The teacher agrees to notify the Board on or before April 1 of his/her intent to return to the system under the jurisdiction of the Board.

ARTICLE 25 - PRESIDENT OF THE LOCAL OF THE UNION RELEASE TIME

- 25.01 The Board shall provide a bank of ten (10) days each school year with pay for the President of the Local of the Union to carry out their duties of office. The President of the Local shall advise the respective Director in advance when days are required to be used.
- 25.02 The Board and the Union shall work cooperatively to ensure that days used by the Union pursuant to this Article are used in such a way as to minimize disruption to students.

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 the Board or its representative, the teacher, on application to the 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 Article 26.01, shall be reduced, during the two (2) year period as per Article 26.02 by the amounts paid the teacher under any disability or liability insurance settlements, towards which the Board contributes premium.
- 26.04 Engagement in other remunerative employment while on leave with pay pursuant to Article 26.01, without written Board approval, will disqualify the teacher from further salary benefits under the terms of this Article.
- 26.05 (a) For the purposes of this Article, the Board may require the teacher to be examined by a medical practitioner agreeable to the teacher's physician and a physician appointed by the Board. Correspondence or communication relating to the request shall be copied to the teacher at the time of the request.
- (b) The cost of such examination shall be borne by the Board.
- 26.06 Notwithstanding Article 26.02, should an injured teacher return to work within the two (2) years as provided in Article 26.02, the unused portion of this leave shall be credited to the teacher to be used by the teacher in case of any disability resulting from the original injury. Such use shall be subject to medical evidence.
- 26.07 Where a physician prescribes, as a result of an injury under 26.01, any health care service, product or device, and where such services are shown to be medically appropriate for the injury claimed, reimbursement may be authorized for the costs of such health care service, product or device beyond that provided for with Total Care. The Employer will provide such reimbursement when authorized pursuant to the Committee established under Article 26.07 of The Teachers' Provincial Agreement.

ARTICLE 27 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

- 27.01 A female teacher shall, no later than the fifth (5th) month of pregnancy, forward to the Superintendent a written request for leave of absence.
- 27.02 A School Board shall, upon the request of a teacher made through the Superintendent 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 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 a certificate from a legally qualified medical practitioner specifying the date upon which delivery will occur, in the opinion of the medical practitioner.
- 27.05 Notwithstanding 27.02, 27.08, 27.10, and 27.18 in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period, including pregnancy or parental leave or allowance, which was to have occurred after the expected end of the hospitalization period may, for a time up to a maximum of six (6) months after the birth, be deferred until the child is released from the hospital.

Pregnancy Allowance

- 27.06 Teachers on pregnancy leave shall be entitled to the following benefit:
- (i) seventy-five percent (75%) of her weekly salary during the two (2) week EI waiting period;
 - (ii) the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary up to a maximum of five (5) additional weeks.
 - (iii) parental allowance pursuant to Article 27.18 (ii) up to a maximum of ten (10) weeks.
 - (iv) weeks in (i), (ii) and (iii) above are to be consecutive unless deferred as per 27.08 .
- 27.07 The teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers.
- 27.08
- (i) Notwithstanding 27.06, if a probationary or permanent contract teacher requests parental leave at the time of request for pregnancy leave, and if the teacher is in receipt of a pregnancy or parental allowance during the summer, then the pregnancy and parental allowance beginning with the first non-teaching day in the summer shall be deferred to commence on the first day of the teaching period in the school year. For greater certainty, a teacher cannot receive more than seventeen (17) weeks leave of absence for pregnancy and more than thirty-five (35) weeks parental leave for a maximum of fifty-two (52) weeks.
 - (ii) In the event that the days in July are pregnancy leave and the pregnancy and parental allowance is deferred, the Board shall nonetheless calculate whether the teacher is owed any amount of pay for days taught and claimed during the school year, and if so, the teacher shall be paid the amount owed as part of the regular July payroll(s).
 - (iii) In the event the days in August are pregnancy leave and the pregnancy and parental allowance is deferred, the teacher will receive no bi-weekly pay from the Board for the deferred days in that month. Upon return to work, the teacher shall return to regular pay and shall receive a lump sum payment for the advance not received in August.
 - (iv) In the event that a teacher requests a pregnancy and parental leave pursuant to 27.04 (i), and due to exceptional circumstances wishes to return to work after the expiration of the pregnancy leave, the

Board shall allow the teacher to return to work if notice is received at least six weeks prior to the expiration of pregnancy leave.

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

Parental / Adoption Leave

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

teacher is employed in the school year following the school year in which the leave began, the term contract service shall be counted for the purpose of accumulating two (2) years full-time, term consecutive years of service pursuant to Article 33.01 (i) of this Agreement and shall be considered to be consecutive for the purpose of recall rights under a Local Agreement; or

- (iii) would have achieved, in that school year, aggregate term service of three hundred ninety (390) days taught and claimed, in accordance with the recall rights under their Local Agreement but for the parental leave, the service shall be deemed to be consecutive. If the teacher is employed in the school year following the year in which the leave began, the term contract service shall be counted for the purpose of accumulating aggregate term service and shall be considered to be consecutive. For clarity, the teacher must have a minimum number of days required in their Local Agreement in the school year for the consecutiveness to be recognized.

Parental Allowance

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

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

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

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

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

ARTICLE 28 - LEAVE FOR BIRTH OF CHILD

28.01 On the occasion of the birth of the teacher's child, the non birth parent who is a teacher shall be granted special leave with pay up to a maximum of two (2) days.

28.02 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 29 - LEAVE FOR NSTU PRESIDENT

29.01 Any teacher who declares an intention to offer, for the position of President of the Union shall notify the Superintendent as soon as possible after declaring the intention to seek the office of President.

29.02 Any teacher elected as President of the Union shall be given a leave of absence by the Board for the term the teacher is to serve. Such leave shall not exceed four (4) years.

29.03 Notwithstanding Article 29.02, a leave of absence for a third (3rd) and subsequent consecutive terms shall require the approval of the Board.

- 29.04 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 Board.
- 29.05 Notwithstanding Article 29.04, the gross salary shall be determined by the Union, paid to the President by the Board, and the amount of gross salary shall be reimbursed to the Board by the Union.
- 29.06 The 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 Board.

ARTICLE 30 - OTHER ABSENCES

- 30.01 No teacher shall suffer a loss in salary if the teacher does not teach when a school is closed because of:
- (i) an order of the relevant Minister of Education or the Minister's representatives;
 - (ii) an order of the relevant School Board or unit or its representative; or
 - (iii) an order of another proper authority.
- 30.02 No teacher shall suffer a loss in salary when absent, with the approval of the Board:
- (i) because the teacher is attending institutes or meetings called at the direction of the relevant Minister of Education;
 - (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 and further provided reasonable notice is given by the teacher and where operational requirements permit, such permission shall not be unreasonably withheld;
 - (iii) because the teacher is attending provincial or federal government appointed committees or commissions;
 - (iv) when a teacher is acting in an official capacity or as a representative of the Nova Scotia Teachers Union or any other provincial, national or international teacher organization provided reasonable notice is given by the teacher and where operational requirements permit, such permission shall not be unreasonably withheld;
 - (v) because the teacher is writing examinations or defending a thesis for the purpose of improving the teacher's professional status;
 - (vi) because the teacher is engaged in part-time employment by the province in a professional capacity;
 - (vii) because a teacher is attending the teacher's own post-secondary convocation exercise/graduation or that of the teacher's spouse and/or children; one (1) day per event;
 - (viii) because a teacher is a witness before a quasi judicial body, provided that approval by the Board shall not be unreasonably withheld;
 - (ix) because the teacher is conducting In-Service Programs.
- 30.03 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 Board may require the teacher to be examined by a medical practitioner agreeable to both the teacher and the Board;
 - (ii) on a day of a civic, town, municipal, provincial, or federal election on which daytime 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 Atlantic Canada.
- 30.04 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.

- 30.05 Teaching service shall not be lost when the teacher with the consent of the 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 in the sports competition as a member of an official delegation.
- 30.06 No teacher shall lose sick leave benefits because of absence under this Article.
- 30.07 (a) For leave granted pursuant to Article 30.02(iv) the incurred salary cost of substitute teachers shall be reimbursed to the Board when absences incurred after August 1, 1998, within a school year:
- (i) exceed, in the case of a Provincial Executive member, the equivalent of twelve (12) days to attend Provincial Executive duties;
 - (ii) are for a provincial, national or international teacher organization.
- (b) The incurred cost of substitute teachers shall not be reimbursed to the Board when a teacher is absent:
- (i) at the request of the Board or a Board representative to attend meetings;
 - (ii) to attend meetings of committees established by this Agreement; or
 - (iii) on such other days as approved by the Minister or the Board; or,
 - (iv) for participation on the Provincial Economic Welfare Committee.

ARTICLE 31- SICK LEAVE

- 31.01 Every full-time teacher shall be entitled to twenty (20) days sick leave with full pay during each school year.
- 31.02 Part-time teachers shall be entitled to sick leave with full pay in proportion of twenty (20) days as the number of days taught by the teacher bears to the total number of teaching days in a school year.
- 31.03 Every teacher may accumulate one hundred percent (100%) of his/her unused sick leave to a total of one (1) full school year; that is, one hundred ninety-five (195) days.
- 31.04 On account of the participation of the four Atlantic Provinces in the establishment and operation of the Centre, the Board shall accept portability of accumulated sick leave as credited with the immediately preceding employing school board in the Atlantic Provinces to a maximum of one (1) full school year; that is, one hundred ninety-five (195) days.
- 31.05 Accumulation ceases when the maximum limit of one hundred ninety-five (195) days is reached.
- 31.06 Unused days in the previous year which cannot be accumulated are cancelled and void.
- 31.07 A teacher who has left the employ of the Board except for dismissal shall have his/her accumulated sick leave cancelled and such sick leave shall be reinstated if the teacher returns to the employ of the Board within a period of five (5) years, provided said days have not been reinstated pursuant to Article 31.04.
- 31.08 Cumulative sick leave shall not begin to be used until the current year's regular sick leave has been expended pursuant to Article 31.01.
- 31.09 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 31.10 The Board shall inform, each teacher in its employ, prior to October 15 of any given school year, the number of days credited to each teacher which number is considered correct if no written complaint is received by the Board on or before November 1.
- 31.11 When any teacher employed by the Board is unable to commence teaching in September because of illness or accident, the Board shall pay the teacher up to a maximum of his/her accumulated days.

- 31.12 Any teacher who has used his/her accumulated sick leave and becomes ill in any teaching year shall become entitled to draw an advance on sick leave from the next year up to a maximum of ten (10) days. Such advance shall be deducted from further earned sick leave. If such advance is made to any teacher who does not return to employment with the Board in the year following such advancement, the teacher must repay the Board the sum so advanced no later than twelve (12) months after the date of advancement. Such advancement shall not be available for maternity leave.
- 31.13 A teacher may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days. The parties agree that teachers shall use the "Request for Medical Information Form" attached to this Agreement as Appendix "C" and such information shall be kept as confidential.

ARTICLE 32 - SPECIAL LEAVE

Bereavement

- 32.01 Teachers shall be entitled to special leave for a maximum of five (5) days without loss of pay and benefits necessitated by each death in his/her immediate family.
- 32.02 For the purposes of Articles 32.01 and 32.05, "immediate family" means a teacher's spouse, parent (or a person who acted in legal capacity as parent), grandparent, child, sister, brother, parent-in-law, grandchild, stepchild or ward (provided that the stepchild or the ward actually lived with the teacher), sister-in-law, brother-in-law, son-in-law and daughter-in-law, and any legal dependants and the grandparent of the teacher's spouse. "Spouse" includes a husband, wife, common-law spouse or same sex partner.
- 32.03 Where the interment or memorial service is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.
- 32.04 Teachers shall be entitled to one (1) day with pay for the purposes of attending either the funeral, interment or memorial service provided such service falls on a teaching day necessitated by the death of the teacher's aunt, uncle, niece or nephew.

Serious Family Illness

- 32.05 (i) Teachers shall be entitled to special leave for a maximum of five (5) days in total during the school year without loss of pay and benefits necessitated by serious illness in his/her immediate family or in the immediate family of his/her spouse.
- (ii) Notwithstanding 32.05 (i), the teacher shall be entitled to an additional five (5) days for each subsequent serious illness of a parent, child or spouse.
- (iii) The Board shall be entitled to request medical evidence in support of any claims for leave based on serious illness.

Special Leave

- 32.06 A teacher may have up to three (3) days leave, in total in a school year, without loss of pay and benefits, for personal responsibilities. For the purpose of this Article, personal responsibilities shall be defined as:
- (i) being a victim of fire or flood;
- (ii) taking an active part as a pallbearer;
- (iii) attending a funeral of a person not indicated in Article 32.03;
- (iv) being a practicing adherent of an established Religious Faith to participate in major Holy Days of their religion;
- (v) personal reason as may be approved by the Director.
- 32.07 In addition to the Leave specified in Articles 32.01 and 32.05, the Board may grant up to two (2) days for travel.
- 32.08 Teachers shall be entitled to special leave without loss of pay and benefits to write any examination leading to higher certification or qualification and improved efficiency. This leave shall be limited to the session during which the examination actually occurs.

- 32.09 A teacher employed outside the Centre shall be entitled to a day of leave without loss of pay and benefits with respect to any day during the school year when the local school in which the teacher teaches is closed by proper authority on account of weather conditions.
- 32.10 The APSEA Centre cannot be closed because of storm conditions and teachers shall make every reasonable effort to report for duty and to remain at work during normal working hours.
- 32.11 Notwithstanding Article 32.10, a teacher who makes every reasonable effort, in the opinion of the Director, but is unable to get to the Centre because of storm conditions shall not suffer any loss of pay or benefits.
- 32.12 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Director be permitted time off work with pay for the purposes of attending the funeral.
- 32.13 A teacher shall be entitled to special leave for a maximum of ten (10) days without loss of salary to be a living donor. This leave would allow a teacher the time required for testing, counselling, consultation, extraction and recovery.

ARTICLE 33 - SUBSTITUTE TEACHERS, BENEFITS

- 33.01 "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 the Board.

A Rate of Pay

- 33.02 A Effective on and after August 1, 2010, substitute teachers shall be paid a daily rate of pay as follows:
- (i) one hundred and sixty dollars (\$160) per day.
 - (ii) Notwithstanding Article 33.02B(i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.
- B Effective on and after August 1, 2011, substitute teachers shall be paid a daily rate of pay as follows:
- (i) sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).
 - (ii) Notwithstanding Article 33.02B(i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.

For greater certainty, no substitute teacher shall receive a daily rate of pay greater than the rates provided for in this Article 33.02, 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 33.

- C Effective on and after August 1, 2012, substitute teachers shall be paid a daily rate of pay as follows:
- (i) Sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).
 - (ii) Notwithstanding Article 33.02C(i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.

For greater certainty, no substitute teacher shall receive a daily rate of pay greater than the rates provided for in this Article 33.02, 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 33.

B Service Conditions

- 33.03 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 33.05, 33.06 and 33.07 for the full number of days so employed.
- 33.04 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 33.02 and Article 33.03.
- (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.
- 33.05 Notwithstanding Articles 33.02, 33.03 and 33.04, 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 33.06 (i), (ii), or (iii), or because the substitute teacher is on jury duty or because the substitute teacher is participating in provincial NSTU business pursuant to Article 30.02 (iv).
- 33.06 Substitute teachers, who become classified as regular teachers for the purposes of and as provided in 33.03 and 33.04, 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;
 - (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.
- 33.07 When a substitute teacher becomes classified as a regular teacher, for the purposes of and as provided in 33.03 and 33.04, 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 33.02.
- 33.08
- (i) If a substitute teacher teaches for a regular teacher on the last day of the school year and continues to replace that same teacher from the first day of school in the next school year, the substitute teacher's service shall be deemed to be continuous and unbroken.
 - (ii) If a substitute teacher employed by way of a term contract pursuant to Article 34.01 of this Agreement replaces a teacher on the last day of the school year and continues to replace the same teacher as a substitute teacher from the first day of school in the next school year the substitute teacher's service shall be deemed to be continuous and unbroken.
- 33.09 Substitute teachers, who become classified as regular teachers as provided in article 33.03 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.
- 33.10 The 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 33.02.
- 33.11 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 provided for in this Agreement.
- 33.12 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.

- 33.13 Teaching service as a substitute teacher or any combination of substitute and term service shall be deemed to have been probationary service if the total number of days taught and claimed in any one (1) school year equals or exceeds one hundred seventy five (175) days, provided said days are in the same teaching position and the teacher is employed by the Board under a probationary or permanent contract immediately following the year(s) of service as a substitute teacher.
- 33.14 Service under 33.13 and 34.01 (i), in the Board, in any combination of consecutive years, shall be deemed to have been probationary service if the teacher is employed by the Board under a probationary or permanent contract in the third (3rd) consecutive year.
- 33.15 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 for the Board, the teacher shall be reimbursed for premiums paid for Total Care provided the substitute teacher registered for and was paying the premiums of the plan, during the current school year. Reimbursement will be in accordance with the cost sharing for Total Care Insurance Premiums and the current practice for insurance reimbursement.
- 33.16 Substitute teachers, who become classified as regular teachers as provided in 33.03 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.
- 33.17 Prior to being classified as a regular teacher pursuant to Article 33.03, 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.
- 33.18 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.
- 33.19 Substitute teachers, who become classified as regular teachers shall be entitled to leave pursuant to Article 28 – Leave for Birth of Child of this Agreement.

ARTICLE 34 - TERM CONTRACT, BENEFITS

- 34.01 A Term Contract, as set out in Schedule C of this Agreement, shall be applicable either:
- (i) to a teacher who is employed by the Board for a minimum of one hundred seventy-five (175) days:
 - (a) to replace a regularly employed teacher who is on leave for the school year; or
 - (b) to replace a regularly employed permanent contract teacher who is job sharing.
 - (ii) to a teacher who is employed by the Board:
 - (a) to job share for a full school year;
 - (b) on a part-time basis for the full school year, for the remainder of a semester, or for the remainder of the school year;
 - (c) to replace a teacher on a six (6) month deferred salary leave: or
 - (d) to replace a teacher on parental leave in excess of forty (40) days in a school year.
 - (e) To replace a teacher on an extended absence as determined by the Superintendent in consultation with the Union.
 - (iii) to a teacher who is employed by the Board after the twentieth (20th) day of school:
 - (a) to replace a probationary or permanent teacher who has left the employ of the Board;
 - (b) to fill a newly created position;

- (c) for purposes of Article 34.01 (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.
- 34.02 Notwithstanding Article 34.01(i), teaching service under Article 34.01(i) shall be deemed to have been probationary service when the teacher is employed by the Board under a probationary or permanent contract immediately following the school year(s) of service under a term contract.
- 34.03 Notwithstanding Article 34.01 (iii), where a teacher's employment under Article 34.01 (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 Board under a probationary or permanent contract immediately following the school year(s) of service under a Term Contract.
- 34.04 Teachers employed under a Term Contract issued pursuant to subsection Article 34.01(i) shall be entitled to all the benefits of a regular teacher and shall be classified as regular teachers on a Term Contract.
- 34.05 Teachers employed under a Term Contract issued pursuant to Article 34.01(ii) or (iii) 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.
- 34.06 Where a teacher has two (2) or more term contracts in the same school year with the Board, and where the aggregate service is a minimum of one hundred seventy-five (175) days and where the teacher has satisfactory evaluations, the teacher shall be deemed to have been employed pursuant to 34.01(i) Term Contract, Benefits of this Agreement.

ARTICLE 35 - PROFESSIONAL DEVELOPMENT GRANTS

- 35.01 The Board shall annually budget the sum of twelve thousand dollars (\$12,000.00) for Professional Development Grants for teachers taking professional courses with prior approval of the Registrar and Director.
- 35.02 Verification before November 15 of successful completion of a course shall constitute an application for the grant. The verification shall be forwarded by the teacher to the Director.
- 35.03 On or about December 1, the amount of each grant shall be determined by dividing the total amount available for Professional Development Grants by the number of applications received pursuant to Article 35.02.
- 35.04 Notwithstanding Article 35.03, no one (1) grant for any one (1) course in any school year shall exceed the sum of one thousand dollars (\$1,000.00) for one full credit and five hundred dollars (\$500.00) for one half credit or the actual cost of tuition, whichever is the lesser.
- 35.05 For the purposes of this Article, a one-half (1/2) course shall constitute one-half (1/2) an application. The payment for a one-half (1/2) course shall be equal to one-half (1/2) of the grant determined pursuant to Articles 35.03 and 35.04.
- 35.06 Professional Development Grants shall not be paid for courses taken pursuant to Article 23 - Educational Leave.
- 35.07 The Board shall annually provide on or before September 15, the President/Co-ordinator of each Sub-Local of the Union with a general account statement relating to the expenditures under this Article.

ARTICLE 36 - CONFERENCE GRANTS

- 36.01 Educational Conference Grants shall be made to teachers to defray reasonable expenses, in part or in whole, for attendance at conferences, symposiums and seminars, subject to the approval of the Director.
- 36.02 The Board shall annually provide on or before September 15, the President/Co-ordinator of each Sub-Local of the Union with a general account statement relating to the expenditures under this Article.

ARTICLE 37 - ALCOHOLISM AND DRUG DEPENDENCY REHABILITATION PROGRAM

- 37.01 The Alcoholism and Drug Dependency Rehabilitation Program as agreed by the Employer and the Union on the date of the signing of the Agreement, shall be implemented.
- 37.02 The Employer shall be responsible for advising the Board of the details of the program.
- 37.03 The Union shall be responsible for advising the teachers of the details of the program.
- 37.04 The program shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 38 - DEFERRED SALARY LEAVE PLAN

- 38.01 A Deferred Salary Leave Plan as agreed by the Board and the Union, Appendix B, shall be implemented.
- 38.02 The Board and the Union shall jointly be responsible for advising the teachers of the details of the program.
- 38.03 The program shall not be amended except by mutual agreement of the Board and the Union.

ARTICLE 39 - EMPLOYMENT INSURANCE PREMIUM REDUCTION

- 39.01 The Board shall annually apply for the Employment Insurance Premium Reduction and shall within seven (7) days forward a copy of the application to the Union.
- 39.02 Where the Board's application qualifies for premium reduction, the teachers' portion of the funds realized, determined in accordance with the provisions of the regulations under the Employment Insurance Act, shall be forwarded to the Union on or before March 31 following the calendar year for which the reductions are payable.
- 39.03 The funds shall be disbursed annually as directed by the teachers of each respective Local of the Union.

ARTICLE 40 - INSURANCE

- 40.01 The Board shall pay one hundred percent (100%) of the monthly premium for the Union's Total Care Policy for each teacher in the employ of the Board holding such policy.
- 40.02 The Board shall pay one hundred percent (100%) of the monthly premium for the purchase of a Union Life and Accidental Death and Dismemberment Policy in the amount of fifty thousand dollars (\$50,000.00) for each teacher who is employed by the Board and who is a member of the Union.
- 40.03 Effective the date of signing of this Agreement, the Board shall pay sixty-five percent (65%) of the monthly premium for the Union's Dental Plan.
- 40.04 The Board shall pay fifty percent (50%) of the monthly premium for a NSTU Long Term Disability Insurance Policy for each teacher in the employ of the Board holding such a policy.
- 40.05 The teacher is responsible for obtaining the policies.

40.06 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 Board with such information in respect thereof as it may require from time to time.

ARTICLE 41 - LIABILITY INSURANCE

41.01 The Board shall obtain a general Personal Liability Policy which shall provide specified protection for each teacher while acting as an agent of the School Board and within the scope of his or her responsibilities.

41.02 The Personal Liability Policy paid by the Board shall have a face value of five million dollars (\$5,000,000.00).

41.03 The cost of the policy shall be paid by the Board.

41.04 Coverage under such Personal Liability Policy shall be in accordance with its terms and conditions and the Policy shall be first payer in relation to any policy carried by or on behalf of a teacher.

41.05 No teacher shall voluntarily transport students to or from educational events in his/her own vehicle without prior written approval of the Board or its representative.

41.06 To obtain approval to transport students, each teacher shall complete and file with the Board the documentation required by the student's school board/district and the documentation required under the provincial legislation. The teacher must have the appropriate driver's license and insurance coverage for public liability and property damage in an amount as required by the province in which the teacher works, provided such amount is not less than one million dollars (\$1,000,000.00).

41.07 The Board shall obtain insurance coverage to the amount of ten million dollars (\$10,000,000.00) with respect to teachers using their personal vehicles to transport students.

41.08 The Board's insurance coverage for Public Liability and Property Damage pursuant to Article 41.06 shall be second payer in respect to the Public Liability and Property Damage policy carried by the teacher.

ARTICLE 42 - RETIREMENT ALLOWANCE

42.01 A Retirement Allowance shall be paid to a teacher when the teacher:
(i) verifies that he/she is in receipt of a pension from the Teachers' Pension Fund or an approved pension fund, to which he/she contributes;
(ii) elects a deferred pension under the Teachers' Pension Fund or the approved pension fund to which he/she contributes; or
(iii) dies in the service of the Board.

42.02 Service used in calculating eligibility for Retirement Allowance shall be years of service with the Board and years of approved paid leave of absence by the Board.

42.03 (a) Retirement Allowances shall be calculated on the annual salary of the year of retirement in accordance with the following formula:

Years of Service Percentage	
10	8.33
11	8.33
12	8.33
13	8.33
14	8.33
15	16.66
16	16.66
17	16.66

18	16.66
19	16.66
20	20.00
21	22.00
22	24.00
23	26.00
24	28.00
25	30.00
26	32.00
27	34.00
28	36.00
29	38.00
30	40.00
31	42.00
32	44.00
33	46.00
34	48.00
35	50.00

- (b) Notwithstanding Article 42.03(a) teachers who were hired on or after August 1, 1999, shall be paid a retirement allowance at a rate of 1% after ten years of service, to be capped at a maximum of thirty (30) years. All other terms and conditions relating to the retirement allowance specified in this Agreement shall continue to apply.

- 42.04 Retirement Allowance shall be paid in one (1) lump sum or by monthly installments, not exceeding a twelve month period, at the discretion of the teacher.
- 42.05 A teacher shall be entitled to file with the Board, a written Designation of Beneficiary for the purpose of the payment of a Retirement Allowance pursuant to Article 42.01 (iii).
- 42.06 Notwithstanding Articles 42.01 and 42.04, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of;
- (i) the full Retirement Allowance available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 42.07 The following conditions must be met before funds shall be released pursuant to Article 42.06:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.
- 42.08 Where a teacher has been paid a Retirement Allowance and is subsequently re-employed by the Board as a teacher, service prior to re-employment shall not be used for the purpose of calculating retirement allowance.

ARTICLE 43 - TRAVEL EXPENSES

- 43.01 (a) The Board shall pay travel expenses incurred by teachers and supervisors in the performance of their duties.
- (b) Notwithstanding (a) travel expenses shall not be paid for teacher's or supervisor's travel from their home to their place of work and in the case of itinerant teachers shall not be paid for travel from their home to a designated work location.

43.02 Teachers shall be paid a travel allowance the greater of thirty-four cents (34¢) per kilometer or the current provincial government rate for Nova Scotia.

43.03 The Board shall provide yearly to each teacher the notification of the provincial rate and its effective date.

ARTICLE 44 - BOARD-TEACHER LIAISON

44.01 The Local President of each Local of the Union shall be informed of the time, date and place of the Program Advisory Committee meetings and shall be sent a copy of the agenda and any related materials prior to the meeting and the minutes prior to the next meeting.

44.02 The Local President of each Local of the Union shall be entitled to attend in an observer capacity, meetings of the Program Advisory Committee concerning items of educational or teacher concern, as specified by the Program Advisory Committee prior to the meeting.

44.03 The Local President of each Local of the Union shall receive notification three (3) days in advance of all regular APSEA Program Advisory Committee and APSEA Board meetings. If an emergency meeting is called, every effort will be made to notify the President/Coordinator of each Sub-Local of the Union.

ARTICLE 45 - INTERPRETING SERVICES

45.01 The Board shall endeavor to provide sign language interpreting services for in-service sessions, workshops or any activity organized by the Board in accordance with provisions of Article 19.04 when such service is deemed necessary.

45.02 The Board shall endeavor to provide materials in the appropriate reading medium (Braille, large print, etc.) for in-service sessions, workshops or any activity organized by the Board.

ARTICLE 46 - SALARIES, ADMINISTRATIVE ALLOWANCES, TEACHING SERVICE AND COUNT YEARS

46.01 Every teacher shall be paid in accordance with Schedule "D" of this Agreement. Such salaries shall thereafter be adjusted in the same manner as is provided for public school teachers in the salary provisions set out in the Teachers' Provincial Agreement.

46.02 Every teacher holding a supervisory position shall be paid in accordance with Schedule "E" of this Agreement. Such salaries shall thereafter be adjusted in the same manner as is provided for public school teachers in the salary provisions set out in the Teachers' Provincial Agreement.

46.03 For the purpose of calculating basic salary, teaching service shall be as defined in regulations made pursuant in the *Education Act*, S.N.S. 1995-96, c. 1, or equivalent service allowed under the provisions of the *Education Act* or by the Board and as provided in the Teachers' Provincial Agreement.

46.04 The Board shall count as teaching days, days that are counted as teaching days for public school teachers pursuant to the *Education Act*, S.N.S. 1995-96, c. 1 or the Regulations thereunder and such other days as may be approved as claimable days by the Board or as provided in the Teachers' Provincial Agreement.

46.05 If, during the term of this Agreement, APSEA creates a new classification that is in this bargaining unit, the salary applicable to that classification shall be negotiated between the parties. If the parties are unable to agree within thirty (30) calendar days then the issue of salary shall be referred to a sole arbitrator, whose decision shall be final and binding.

46.06 The Board shall not pay a teacher salary in excess of rates provided in Article 46.01, except where on account of a particular need, the Board finds it necessary to agree in writing with a teacher to pay the teacher an

additional amount in order to secure the services of the teacher. A copy of the written agreement with the teacher shall be filed with the Union and the terms of any such agreement shall not be grievable by the Union.

- 46.07 If the calculation of the number of days taught and claimed determines that a teacher at the time of his/her death had received more salary than was owing according to the statement of days taught and claimed, the Board agrees to waive all claims to recovery of such overpayment.

ARTICLE 47 - METHOD OF PAYMENT

- 47.01 The Board shall pay each teacher in its employ commencing on the pay day in August and every fourteen (14) days thereafter an amount, minus authorized deductions, determined according to the following formula:
- (i) The applicable annual salary shall be divided by the number of calendar days in the period August 1 to July 31 of the respective school year.
 - (ii) The rate determined pursuant to Article 47.01 (i) shall be multiplied by the number of calendar days applicable to the teacher in the respective pay period.
- 47.02 Each teacher shall be paid by direct deposit in the teacher's personal account at the financial institution of his/her choice.
- 47.03 Overpayment of salary made in error to a teacher may be recovered by withholding the amount of such overpayment in equal deductions from the pay due to the teacher within a twelve (12) month period, or such lesser period as the teacher may be under contract with the Board. In exceptional circumstances, the Board and the teacher may make alternate arrangements.
- 47.04 If a grievance has been filed in respect to the question of error, the period of recovery under Article 47.03 shall not commence until the grievance has been duly processed and then only if the grievance is decided in favour of the Board.

ARTICLE 48 - DEDUCTIONS

- 48.01 Upon receipt of authority from a teacher, the Board shall deduct from the salary of the teacher his/her deductions for the following:
- (i) Union group insurance plan;
 - (ii) United Way;
 - (iii) Teachers Plus Credit Union;
 - (iv) savings bonds;
 - (v) Union dues; and
 - (vi) such other deductions as, from time to time, may be agreed upon by the Board and the Union.
- 48.02 Deductions authorized for the Teachers Plus Credit Union and for the Nova Scotia Teachers Union Group Insurance shall be forwarded no later than ten (10) working days after the second pay period of the month for which deductions are withheld.
- 48.03 The amounts deducted in accordance with Article 48.01 (v) shall be remitted to the Secretary Treasurer of the Union, or otherwise upon receipt of directions from the Union, by cheque within fifteen (15) working days after the deductions are made by the Board.
- 48.04 In the event that a teacher's pay is to be reduced because of a non-claimable day(s), the Board is authorized to make the reduction in a subsequent pay period.
- 48.05 The Board shall itemize, on a statement, all deductions from the salary of the teacher.
- 48.06 The Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union dues.

ARTICLE 49 - SUPERVISION OF STUDENTS

- 49.01 Teachers at the Centre shall not be required to perform noon hour supervision of students and shall not normally be required to perform supervision before the start of classes or after the end of classes.
- 49.02 Notwithstanding Article 49.01, one teacher shall be on call during the noon hour to assist in case of emergency.

ARTICLE 50 - JOB-SHARING

- 50.01 The Board shall enter into a job-sharing arrangement with the teachers in its employ.
- 50.02 The policy provisions which shall govern shared teaching shall be as set out in Appendix "A".
- 50.03 Any permanent contract teacher shall be free to enter a job sharing agreement with any other permanent contract teacher or any other teacher approved by the Director. The decision of the Director shall be final and non-grievable.

ARTICLE 51 - GRIEVANCE PROCEDURE

- 51.01 There shall be a Grievance Committee comprised of the President of the BVI Local or designate and President of the DHH Local or designate.
- 51.02 Each Local of the Union shall inform the Superintendent, in writing, by November 30 of each year of the names of the designates for the Grievance Committee and of any change in the membership.
- 51.03 Where a teacher has a dispute with the Board regarding interpretation of an alleged violation of this Agreement, the dispute shall constitute a grievance and the following procedure shall apply:

Teachers' Informal Discussions

- (a) Within thirty (30) clear days of the effective knowledge of the facts which give rise to an alleged grievance, the teacher, wherever practicable, should first attempt to resolve the matter informally through discussions with their Immediate Supervisor. The Supervisor shall answer the matter within ten (10) working 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.

Step 1

- (a) Within ten (10) working days after the alleged grievance has come to the attention of the teacher, the teacher shall present the grievance, in writing, to the Director. The teacher shall provide the Grievance Committee with a copy of the grievance as soon as possible;
- (b) Within ten (10) working days of receiving the grievance, the Director, or designate, shall reply in writing to the teacher and provide a copy of the reply to the Grievance Committee.

Step 2

- (a) If the matter is not resolved at Step 1, the Grievance Committee shall present the grievance in writing to the Superintendent within ten (10) working days of receiving the reply in Step 1.
- (b) The Superintendent, or designate, shall attempt to meet with the Grievance Committee within ten (10) working days of receiving the grievance in writing.
- (c) The Superintendent shall reply in writing to the Grievance Committee within ten (10) working days of the meeting.
- 51.05 If the parties do not resolve the grievance, the Union shall within ten (10) working days of the response in Step 2 (c) advise the Superintendent, in writing, that the grievance shall be referred to an arbitrator.
- 51.06 The arbitrator shall be appointed by mutual agreement between APSEA and the Union within ten (10) working days of the receipt by a party of the notice of referral to arbitration.

- 51.07 If the parties are unable to agree on an arbitrator, either party may request that the Minister of Labour of the Province of Nova Scotia appoint one.
- 51.08 The decision of the arbitrator shall be final and binding upon the Board, the Union and the teacher.
- 51.09 The arbitrator shall not amend any terms or conditions of this Agreement.
- 51.10 One half of the costs and fees of the arbitrator shall be paid by the Board and the other half by the Union.
- 51.11 If advantage of the provisions of this Article has not been taken within the stipulated time limits herein, the grievance shall be deemed to be abandoned. On the other hand, the grievor may proceed to the next step in the case of absence of a stipulated meeting or answer within the stipulated time limited. The time limits may be extended by mutual written agreement.
- 51.12 Where the Union has a grievance, the Executive Director shall present the Grievance in writing to the Superintendent within ten (10) working days after the grievance has come to the attention of the Union. A meeting shall be arranged and held between the Union and the Board within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within ten (10) working days after this meeting, the grievance shall be referred to an arbitrator.
- 51.13 Where the Board has a grievance, the Superintendent shall present the grievance in writing to the Executive Director of the Nova Scotia Teachers Union within ten (10) working days after the grievance has come to the attention of the Board. A meeting shall be arranged and held between the Board and the Executive Director within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within ten (10) working days after this meeting, the grievance shall be referred to an arbitrator.

ARTICLE 52 - NEGOTIATION PROCEDURE

- 52.01 Either party to this professional agreement may, within the period of three (3) months before the 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.
- 52.02 Where notice to commence collective bargaining has been given pursuant to Article 52.01:
- (i) the Union and the Board shall, without delay, but in any case, within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and commence or cause authorized representatives on their behalf to meet and commence, to bargain collectively with one another and shall make every reasonable effort to conclude and sign a new professional agreement; and
 - (ii) the Board shall not, without consent by the Union, increase or decrease rates of wages or alter any other term or condition of employment of the teachers until a new professional agreement has been concluded.
- 52.03
- (i) If the Union and the Board are unable to reach agreement with respect to terms and conditions of employment, either the Union or the Board shall give notice in writing to the other that it desires the matter to be referred to an Arbitration Board composed of three (3) persons.
 - (ii) The party giving the notice referred to in subsection (i) shall in and with the notice give the name of a person to act as its nominee on the Arbitration Board and request that the other party name a person to act as its nominee on the Board.
 - (iii) The party to whom notice is given pursuant to subsections (i) and (ii) shall within seven (7) days of the receipt of such notice appoint a person to be its nominee on the Arbitration Board and shall, within the said seven (7) days, notify in writing the other party of the name of the person so appointed.
 - (iv) If a party fails to appoint a member to the Arbitration Board, and give notice thereof, as required by subsection (iii), the Minister of Labour for the Province of Nova Scotia, on the application of the

- party who has appointed a member pursuant to subsection (ii), shall within seven (7) days appoint a person to act on the Arbitration Board as the nominee of the party who has failed to appoint a member.
- (v) The two members appointed pursuant to subsection (ii), (iii) and (iv), shall within seven (7) days after the day on which the second of them is appointed, appoint a third person to be a member and chairperson of the Arbitration Board.
 - (vi) If the two members fail or neglect to make an appointment as required by subsection (v), the Minister of Labour for the Province of Nova Scotia, on the application of either party, shall within seven (7) days appoint a third person to be a member and chairperson of the Arbitration Board.
 - (vii) The decision of a majority of the Arbitration Board shall be the decision of the Arbitration Board.
 - (viii) The decision of the Arbitration Board shall be final and binding on the Union and the Board.
 - (ix) The parties shall pay the costs of their respective nominees and shall equally share the costs of the arbitrator.

ARTICLE 53 - UNION MEETING DURING ANNUAL APSEA IN-SERVICE

- 53.01 A meeting to deal with Union business shall be scheduled annually, at the request of the teachers. Such meeting shall take place at an in-service for teachers of the deaf or hard of hearing and for teachers of the blind or visually impaired.
- 53.02 Consultation will take place with the Presidents of Locals of the Union on the scheduling of meeting dates, locations, and times of the meeting.
- 53.03 The Union may schedule a meeting with APSEA teachers for up to two (2) hours during a lunch break.

ARTICLE 54 - RECOGNITION OF SERVICE

- 54.01 The following 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) Article 30 – Other Absences – Loss of Salary as provided in this Agreement
 - (ix) Special Leave
 - (x) Educational Leave
 - (xi) Personal Illness of the Teacher
 - (xii) Leave of Absence Without Pay for Full-Time Study
 - (xiii) Leave for President of an NSTU Local
 - (xiv) Parental/Child Rearing Leave

ARTICLE 55 - SUBSTITUTE TEACHERS

- 55.01 Substitute teachers, if available, shall be hired by the Board whenever a teacher at the Centre is not available to teach his/her students and APSEA deems a substitute teacher is necessary.
- 55.02 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 55.03 For the purposes of Article 55.02, “not operationally required” shall include the following:
- (i) Days on which a teacher does not instruct or supervise students such as in-service days, graduation day and grading and classifying days.

- (ii) Instances where the absence of the teacher occurs unexpectedly during the school day or when the teacher is absent for less than one (1) full day and the duties of the absent teacher can be assumed administratively. A teacher shall not be required to relinquish any marking and preparation time in order to fulfill this requirement.
 - (iii) Instances where the absence of the teacher occurs for reasons relating to extra-curricular school activities and where student groupings can be reorganized to accommodate the teacher's absence.
 - (iv) Instances where a reasonable number of students can be conveniently grouped for appropriate instruction.
- 55.04 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the Board in Article 55.02 shall be deemed to have been satisfied.
- 55.05 Substitute teachers, if available, shall be hired by the Board whenever an itinerant teacher or parent educator is not available to teach his/her students after five consecutive days of absence.
- 55.06 The Board shall compile a list of substitute teachers by October 15. A copy of the list shall be forwarded to the Union and the Local President of each Local of the Union within one week of compilation of the list.

ARTICLE 56 - OCCUPATIONAL HEALTH AND SAFETY

- 56.01 The Board, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of health and safety. All parties agree to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act* and its Regulations.
- 56.02 Meetings of the Occupational Health and Safety Committee shall be held during regular hours.
- 56.03 Members of the Occupational Health and Safety Committee shall not suffer any loss of salary or benefits for time spent attending to their duties as members of the Committee.

ARTICLE 57 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 57.01 APSEA and the Union recognize the possibility of a teacher being falsely accused of inappropriate behavior involving students. When APSEA concludes that an allegation of inappropriate behavior involving students is false, the parties to this Agreement shall assist the teacher in re-integrating into the workplace or exploring alternative placement(s).
- 57.02 During the period of investigation, consideration may be given to options available including the possibility of alternate assignment.

ARTICLE 58 - NO DISCRIMINATION OR INTIMIDATION

- 58.01 Neither the Board nor any person acting on behalf of the 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.
- 58.02 Neither the Board nor any person acting on behalf of the 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.
- 58.03 Neither the Board nor the Union nor any person acting on behalf of either party shall discriminate against a teacher on the basis of age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; or that individual's association

with another individual or class of individuals having the characteristics outlined in this Article unless there is a bona fide occupational requirement.

58.04 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 11.05 (ii) (b) of Article 11 – Tenure.

58.05 The Union and the Employer recognize the responsibility of the Board to establish a policy for the protection of teachers from harassment and abuse.

ARTICLE 59 - ITINERANT TEACHERS

59.01 Teachers who teach in more than one (1) school shall be paid a Travel Allowance, pursuant to Article 43 - Travel Expenses.

59.02 Every teacher pursuant to 59.01 shall be assigned an office space within reasonable proximity to the teacher's caseload.

59.03 In determining the caseload of an itinerant teacher, consideration shall be given to equalizing the teacher's assignment considering such factors as:

- (i) the needs of students;
- (ii) the number of students;
- (iii) the teaching locations;
- (iv) the number of course preparations;
- (v) the travel time between sites; and,
- (vi) other relevant factors.

59.04 An itinerant teacher who believes their workload, including but not limited to travel time, is unreasonable shall be entitled to a review meeting of their schedule with their supervisor and Union representation.

ARTICLE 60 - VIOLENCE AGAINST TEACHERS

60.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Further, acts of violence and/or abuse in such places as school, home, daycares or any learning environment will not be tolerated. The parties will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.

60.02 The parties recognize the responsibility of teachers and administrators to keep order and good discipline.

ARTICLE 61 - THEFT OR DAMAGE OF TEACHER'S PROPERTY

61.01 If a teacher wishes to receive compensation for personal property which was stolen or damaged while being used for instructional purposes within the school, the teachers shall have the written authorization of APSEA administration prior to the use of such property.

61.02 Teachers shall receive compensation for personal property stolen or damaged as set out in Article 61.01. To receive compensation the teacher must file documentation satisfactory to the Director or Supervisor.

ARTICLE 62 - LEGAL ASSISTANCE AND PROTECTION

62.01 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend him/her, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, the Board shall be relieved of all obligations under this Article.

62.02 The provisions of this Article shall also apply to substitute teachers hired pursuant to Article 33, while in the employ of the Board.

ARTICLE 63 - EDUCATIONAL CHANGE

63.01 Educational change refers to the introduction of methods, theories and practices which are intended to continually improve teachers' professionalism and students' learning. This change may include new teaching practices and strategies, the use of new equipment, technology and materials and changed teaching responsibilities.

63.02 Both parties recognize that continual improvement of educational process relies on the need to change and adjust, and both parties recognize the importance of dialogue not only at the initial, but at subsequent stages as a way of preparing for and encouraging change and adjustment.

ARTICLE 64 - ACCESS TO INFORMATION

64.01 Effective in the school year commencing August 1, 2000 and every year thereafter the Board agrees to provide the President/Coordinator of each Sub-Local and the Union with the following information in electronic form:

- (i) a list of all teachers employed under term, probationary or permanent contracts employed as of September 30th of the current school year. Such list to be provided on or before November 15th.
- (ii) a list of all new term, probationary, or permanent contract teachers employed as of February 5 of the same school year. This list is to be provided on or before February 28th.
- (iii) Said list shall include the teacher's professional number and workplace.

64.02 The list of term teachers shall include the following information:

- (i) whether each teacher is a full-time or part-time and the percentage of time employed;
- (ii) where a teacher is full-time pursuant to Article 34.01(i) of this Agreement or replacing a teacher pursuant to Article 34.01(iii)(a) of this Agreement, the name of the teacher being replaced.

ARTICLE 65 - SEXUAL HARASSMENT

65.01 The Union and the Board recognize the right of all employees to work in an environment free from sexual harassment. The Board shall discipline and/or take such other actions as are appropriate respecting any person employed by the Board, who engages in sexual harassment in the workplace.

65.02 For the purposes of this Article, "sexual harassment" includes:

- (i) vexatious sexual conduct or a course of comment that is known or ought to be reasonably known as unwelcome;
- (ii) a sexual solicitation or advance made by an individual, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- (iii) a reprisal or a threat of reprisal against an individual for rejecting a sexual solicitation or advance;
- (iv) sexually oriented remarks and behavior which may reasonably be perceived to create a negative psychological and emotional environment for living, learning or working.

65.03 Ideally the complainant should make his/her unequivocal disapproval known to the respondent immediately. The complainant should make a direct request of the respondent, either in person or by letter, that the offensive behavior cease. All reasonable efforts should be made to have the complainant and the respondent resolve the matter informally.

65.04 If the matter is not resolved at the informal stage then the issue shall be directed to the formal process as outlined in APSEA Board Policy Index #316, Investigating Abuse.

65.05 In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the harassee may be transferred with that employee's consent.

65.06 Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Board may take appropriate action.

ARTICLE 66 - NEGOTIATING MEETINGS

66.01 When the Board and the Union agree that any meeting should be held during working hours for the purpose of negotiating a new agreement, one representative from DHH and one representative from BVI on the Negotiating Committee, who are in the employ of the Board shall have the right to attend the meetings without loss of salary or other benefits.

66.02 Substitutes may be provided, to a maximum of two (2) substitutes per meeting.

ARTICLE 67 - EVALUATION OF TEACHING STAFF

67.01 The purpose of evaluation is to enhance learning.

67.02 The evaluation process shall be a cooperative and consultative one.

ARTICLE 68 - ACCOMMODATION

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

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

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

ARTICLE 69 - MANAGEMENT-TEACHER COMMITTEE

69.01 The purpose of the Management-Teacher Committee (the "Committee") is to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.

69.02 The Committee shall be composed of:

- (a) four (4) teachers; and
- (b) four (4) representatives of APSEA's management being:
 - (i) the Superintendent; and
 - (ii) Three (3) Directors.

69.03 (a) The Committee shall meet not fewer than two (2) times per year and may meet on such other dates and times as may be mutually agreed upon. Dates and places will also be mutually agreed upon. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.

- (b) A meeting of the Committee can be called by either party provided there is at least two (2) weeks' notice and that the date of the meeting is mutually agreeable to both parties.

- (c) Any member of the Committee who wishes to have any particular matter discussed at any meeting of the Committee shall notify the Chairperson at least five (5) days before the date of the meeting and the Chairperson will then add that subject to the agenda for that meeting. Submission of agenda items shall include explanation of the issues giving rise to the item and any material/documentation required for discussion.
- (d) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting, but with the consent of the parties, any additional matter may be added to the agenda at the meeting.
- (e) The Board will provide a regional office secretary who will be responsible for preparing and circulating the agenda and minutes.
- (f) The Chairperson position will alternate between the Union and the Board representatives.
- (g) The draft minutes shall be sent to the joint chairpersons within two (2) weeks after the meeting. The draft minutes shall be agreed upon by the joint chairpersons. The agreed upon minutes shall be circulated to the membership by the Union.

ARTICLE 70 - CELLULAR PHONES

- 70.01 APSEA agrees to provide cellular/smart phones to Itinerant Teachers and to pay the cost of the monthly plan and any work-related calls. APSEA will not be responsible for any personal calls made on the phone.
- 70.02 Itinerant teachers who choose to use personal cellular phones shall receive a monthly allowance in accordance with the cost of a cellular phone under the Province of Nova Scotia phone plan. The allowance will be adjusted in the month following changes in the cost of the Plan.

ARTICLE 71 - GENERAL

- 71.01 The Board shall exercise its rights under this Professional Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Professional Agreement.

ARTICLE 72 - ENTIRETY

- 72.01 This Agreement contains all the terms and conditions agreed on by the parties in the matter of the terms and conditions of employment of teachers, and no other agreements, written or verbal, between the parties, respecting the subject matter of this Agreement shall be deemed to exist, or to bind either party.

ARTICLE 73 - TERM OF AGREEMENT

- 73.01 The provisions of this Agreement shall be effective from date of signing, until the thirty-first (31st) day of July, 2020, or until a new Agreement is reached in accordance with Article 52, or this Agreement is amended by mutual consent of both parties.

ARTICLE 74 - BOARD INFORMATION

- 74.01 APSEA shall provide the Union with a copy of the Policy Manual and the Procedures Manual including any updates to these manuals as they become available.
- 74.02 The Director of Finance and Operations shall supply the Union with a copy of its audited annual financial statement.

ARTICLE 75 - COMPASSIONATE CARE LEAVE

- 75.01 The Board shall grant a teacher up to eight (8) weeks of unpaid leave, to be taken in blocks of not less than two (2) weeks. Entitlement to the leave shall be consistent with the Compassionate Care provisions of the *Employment Insurance Act* and Regulations.
- 75.02 All insurance benefits shall remain in effect while the teacher is on leave.
- 75.03 A teacher shall give two (2) teaching days notice to the Board prior to returning to work.
- 75.04 If there is a death of the family member during the Compassionate Care Leave, the teacher will be entitled to Special Leave/Bereavement Leave according to this Agreement that applies to the teacher on leave
- 75.05 Subject to the provisions of the Article – Hiring of Substitute Teachers of this Agreement where a replacement teacher is required for a teacher on Compassionate Care Leave, the replacement shall be a substitute teacher.

ARTICLE 76 - EARLY RETIREMENT INCENTIVE PROGRAM

- 76.01 An Early Retirement Incentive Program as agreed by the Employer and the Union, Appendix D, shall be implemented.
- 76.02 The Union shall be responsible for advising the teachers of the details of the program.
- 76.03 The program shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 77 - NEW TEACHERS

- 77.01 The Board agrees to acquaint new teachers with the fact that this Agreement is in effect, and with the deductions provided for in Article 48 of the Agreement.
- 77.02 The Board shall provide new teachers with a copy of this Agreement. Said copies of the Agreement shall be provided through the Union's printing arrangements.

ARTICLE 78 - PRINTING AND DISTRIBUTION OF AGREEMENT

- 78.01 The Union shall have printed, in booklet form, sufficient copies of this Agreement so that each teacher in the bargaining unit, shall have copy of the Agreement as soon as possible after the signing of said Agreement.
- 78.02 The cost for the initial printing, pursuant to Article 78.01, shall be equally shared by the Board and the Union.
- 78.03 The Union will bear the cost for any additional printing.
- 78.04 The Union shall be responsible for the distribution of the Agreement to its members except new members as of the date of signing this Agreement.

ARTICLE 79 - RETIREMENT SEMINARS

- 79.01 Teachers within (5) years of retirement shall, upon request, be given two (2) days, without loss of salary or benefits to attend the Retirement Seminar sponsored by the Nova Scotia Teachers Union or alternate session by the sponsoring pension plan.
- 79.02 Teachers shall be permitted to attend only one such seminar. Preference in attendance shall be given to those teachers closest to retirement.

ARTICLE 80 - LUNCH BREAK

- 80.01 Every teacher shall be entitled to a minimum of thirty (30) minute lunch break.
- 80.02 An itinerant teacher shall be entitled to a minimum of thirty (30) minute lunch break exclusive of traveling time.

ARTICLE 81 - TEACHER EXCHANGE

- 81.01 Permanent contract teachers desiring one (1) year exchanges may apply in writing to the respective Director prior to the last teaching day in February.
- 81.02 The respective Director shall undertake to publish a list by March 15th of teachers desiring exchanges and invite applications from interested teachers by April 15th.
- 81.03 In order to encourage teacher exchanges, the respective Director shall guarantee teachers entering into an exchange reinstatement to the position held prior to the exchange or, in the event said position is phased-out, a position mutually agreed upon.
- 81.04 All teacher exchanges shall be subject to the approval of the respective Director and the applicants shall be notified as soon as possible after May 15th. The respective Director shall not unreasonably withhold permission for teachers or supervisory personnel to participate in any lateral teacher exchange. The respective Director shall provide, in writing, the specific reason(s) for the refusal to teachers or supervisory personnel who are refused permission to undertake a teacher exchange.
- 81.05 For an exchange agreement to continue for a second year, an application must be made to the respective Director by April 15th. If all parties agree, the exchange may continue a second year.
- 81.06 If a permanent contract exchange partner is determined to be surplus then the exchange arrangement shall be null and void.

ARTICLE 82 - NOTICE OF ASSIGNMENT

- 82.01 Each teacher on continuing contract shall be notified, in writing, by his/her Supervisor, of his/her assignment and/or case load for the next school year prior to May 30th.
- 82.02 Before any Notice of Assignment and/or case load resulting in a major change in responsibilities is given to a teacher, the teacher shall be consulted regarding the change. In addition, said Notice, when given, shall contain in writing the reasons for change.

82.03 The Union recognizes that provincial funding delays and/or subsequent unforeseeable staff resignations may from time to time require the Board to change a teacher's assignment after May 30th.

Dated at Halifax, Nova Scotia this _____ day of _____, 2018.

Atlantic Provinces Special
Education Authority

President, Nova Scotia Teachers Union

Witness

Witness

Atlantic Provinces Special
Education Authority

President, APSEA Local

Witness

Witness

LETTER OF UNDERSTANDING

Re: Discontinuance of Educational Services

1. The parties acknowledge the unique setup of the education system under the jurisdiction of the Board and agree that Article 11.05 and Article 11.06 of this Agreement respecting termination of a permanent contract may be inadequate to address certain circumstances encountered by the Board from time to time.
2. The parties agree that if the Minister of Education or other authorized person in any or all of the Provinces of New Brunswick, Prince Edward Island, Newfoundland or Nova Scotia direct that the Board discontinue the provision of educational services or programs by teachers employed by the Board in any such Province, that for that reason the Board may terminate the contract of any affected teacher at the end of the then current school year by notice in writing given to the teacher not later than the fifteenth (15th) day of May.
3. Any permanent teacher who has been given notice of discharge pursuant to paragraph 2 of this Letter of Understanding shall be deemed to be a surplus teacher and the provisions of Article 14 - Security of Position shall apply to that teacher.
4. A termination on the basis set forth in paragraph 2 shall not be grievable or arbitrable or subject to any appeal procedures.
5. The Board shall use its best efforts to ensure that such termination will have as minimal an impact as is reasonably possible on the employment terms of the affected teacher and shall cooperate with the relevant Province for the purposes of using its best reasonable efforts to obtain terms and conditions of employment comparable to the terms and conditions of employment provided for in this Agreement. This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

Dated at Halifax, Nova Scotia this _____ day of _____, 2018.

Atlantic Provinces Special
Education Authority

President, Nova Scotia Teachers Union

Witness

Witness

Atlantic Provinces Special
Education Authority

President, APSEA Local

Witness

Witness

LETTER OF UNDERSTANDING

Re: Teacher Certification

Between:

The Atlantic Provinces Special Education Authority

(the "Board")

- and -

Nova Scotia Teachers Union

(the "Union")

The Board and the Union agree that:

1. Notwithstanding any provision in the Teachers' Provincial Agreement or the Agreement between the Board and the Union, the Board can employ a teacher who has a Teacher's Certificate lower than a Nova Scotia Teacher's Certificate Level 5.
2. In that case, the Board shall determine that salary to be paid to that teacher and that salary shall be no less than the salary corresponding to the Teacher's Certificate level, as determined by the Registrar.
3. Any teacher employed pursuant to this Letter of Understanding shall have applied for a Bridging Teacher's Certificate issued by the Department of Education of Nova Scotia.
4. Nothing in this Letter of Understanding shall be interpreted to modify any requirements for an initial Teacher's Certificate.
5. Any teacher employed pursuant to this Letter of Understanding shall be qualified to be certified by either AER or CAEDHH.
6. The parties expressly recognize that this Letter of Understanding is necessitated by the unique requirements of the Board and special skills of teachers employed by the Board.
7. The Board shall advise the Union of any teacher to whom this Letter of Understanding applies.
8. This Letter of Understanding is in effect until July 31, 2020.

Dated at Halifax, Nova Scotia this _____ day of _____, 2018.

Atlantic Provinces Special
Education Authority

President, Nova Scotia Teachers Union

Witness

Witness

Atlantic Provinces Special
Education Authority

President, APSEA Local

Witness

Witness

LETTER OF UNDERSTANDING

Re: Article 42 - Retirement Allowance

Between:

The Atlantic Provinces Special Education Authority

(the "Board")

- and -

Nova Scotia Teachers Union

(the "Union")

1. Under Bill 148, The Public Service Sustainability Act, APSEA is required to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be years of service up to March 31, 2015.
2. Notwithstanding paragraph one above, Employees with a ratified Collective Agreement within this fiscal year (2018-2019) will have the option for an immediate payout of the Retirement Allowance accrued up to July 31, 2015, or receive payout on death or retirement in accordance with Article 42. If employees choose an immediate payout, the salary used to calculate the amount of the Retirement Allowance will be the salary as of March 31, 2018. Otherwise, the salary will be based on the salary the employee was receiving at retirement or death.
3. Notwithstanding Article 42, APSEA agrees to waive the minimum number of years of service required to be eligible for a Retirement Allowance for those teachers hired on or after August 1, 1999.

Dated at Halifax, Nova Scotia this _____ day of _____, 2018.

Atlantic Provinces Special
Education Authority

President, Nova Scotia Teachers Union

Witness

Witness

Atlantic Provinces Special
Education Authority

President, APSEA Local

Witness

Witness

SCHEDULE "A"
PERMANENT CONTRACT - APSEA

Memorandum of Agreement made in duplicate and entered into the day of _____,
20__.

BETWEEN:

_____, of

Professional Number _____

("the Teacher")

The Atlantic Provinces Special Education Authority, a body corporate

("the Board")

The parties agree as follows:

ARTICLE ONE
Agreement to Teach

- 1.01 The teacher agrees with the Board to teach, supervise or administer for the Board.
- 1.02 The term of this Contract 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 then from year to year until the Contract is terminated by one or both of the parties in the manner set out in Article Three of this Contract.

ARTICLE TWO
Remuneration

- 2.01 The Board agrees 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 purposes 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 by the Board;
 - (b) any days agreed upon as days taught between 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 are in mutual agreement, this Contract may be terminated at any time.
- 3.02 The teacher may, by notice in writing, given to the Board on or before the first day of April, terminate this Contract 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 Contract in accordance with the provisions of the Agreement between the Board and the Nova Scotia Teachers Union.
- 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 Agreement between the Board and the Nova Scotia Teachers Union.

ARTICLE FOUR
Miscellaneous Provisions

- 4.01 The Board and the teacher mutually agree that the parties to this Contract shall be in all respects subject to the provisions of the Agreement between the Board and the Nova Scotia Teachers Union.
- 4.02 The Board and the teacher mutually agree that this Contract is subject to the teacher holding a valid Nova Scotia Teachers Certificate or Permit.

Witness

Teacher

Date

Witness

Superintendent
Atlantic Provinces Special Education
Authority

Date

SCHEDULE "B"
PROBATIONARY CONTRACT - APSEA

Memorandum of Agreement made in duplicate and entered into the day of _____,
20____.

BETWEEN:

_____, of

Professional Number _____

("the Teacher")

The Atlantic Provinces Special Education Authority, a body corporate

("the Board")

The parties agree as follows:

ARTICLE ONE
Agreement to Teach

- 1.01 The teacher agrees with the Board to teach, supervise or administer for the Board.
- 1.02 The term of this Contact 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 the Contract is terminated by one or both of the parties in the manner set out in Article Three of this Contract.

ARTICLE TWO
Remuneration

- 2.01 The Board agrees 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 purposes 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 by the Board;
 - (b) any days agreed upon as days taught between 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 are in mutual agreement, this Contract may be terminated at any time.
- 3.02 The teacher may, by notice in writing, given to the Board on or before the first day of April, terminate this Contract 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 Contract in accordance with the provisions of the Agreement between the Board and the Nova Scotia Teachers Union.
- 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 Agreement between the Board and the Nova Scotia Teachers Union.

ARTICLE FOUR
Miscellaneous Provisions

- 4.01 The Board and the teacher mutually agree that the parties to this Contract shall be in all respects subject to the provisions of the Agreement between the Board and the Nova Scotia Teachers Union.
- 4.02 The Board and the teacher mutually agree that this Contract is subject to the teacher holding a valid Nova Scotia Teachers' Certificate or Permit.

Witness

Teacher

Date

Witness

Superintendent
Atlantic Provinces Special Education
Authority

Date

SCHEDULE "C"
TERM CONTRACT - APSEA

Memorandum of Agreement made in duplicate and entered into the day of _____,
20__.

BETWEEN:

_____, of

Professional Number _____

("the Teacher")

The Atlantic Provinces Special Education Authority, a body corporate

("the Board")

The parties agree as follows:

ARTICLE ONE
Agreement to Teach

1.01 The teacher agrees with the Board to teach, supervise or administer for the Board, for _____ days. The scheduling of such days shall be determined by the Superintendent.

1.02 The teacher is (check one):

- (i) replacing _____, who is on leave for the school year 20__ to 20__;
- (ii) replacing a regularly employed permanent contract teacher who is job-sharing;
- (iii) job-sharing for the full school year;
- (iv) employed on a part-time basis for the full school year, for the remainder of a semester, or for the remainder of the school year;
- (v) replacing _____, a permanent or probationary teacher who has left the employ of the Board after the twentieth (20th) day of school;
- (vi) filling a newly created position after the twentieth (20th) day of school;
- (vii) 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;
- (viii) replacing _____, who is on parental leave in excess of forty (40) days and will not be returning for the remainder of the school year;
- (ix) replacing _____, on extended absence.

ARTICLE TWO
Remuneration

2.01 The Board agrees 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 the Agreement between the Board and the Nova Scotia Teachers Union.

ARTICLE FOUR
Miscellaneous Provisions

4.01 The Board and the teacher mutually agree that the parties to this Contract shall be in all respects subject to the provisions of the Agreement between the Board and the Nova Scotia Teachers Union.

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

Witness

Teacher

Date

Witness

Superintendent
Atlantic Provinces Special Education
Authority

Date

Schedule D1
August 1, 2013 - July 31, 2014

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	44775	1	45555	45555	44776	50205	56149	61106	65810
2	46882	2		45555	46883	52887	59122	64080	68783
3	48989	3		45555	48990	55567	62095	67053	71757
4	51097	4		45555	51098	58249	65069	70027	74730
5	53204	5 & 6		45555	53205	60930	68042	73000	77704
6	55311	7 & 8		45555	55312	63611	71016	75973	80677
		9		49515	57420	66292	73989	78947	83652
		10				68974	76962	81920	86625
		11+				71654	79937	84894	89598

Schedule D2
August 1, 2014 - July 31, 2015

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 & 7		46921	56972	65520	73146	78253	83097
		8 & 9		51000	59143	68281	76209	81315	86161
		10				71043	79271	84378	89224
		11+				73804	82335	87440	92286

Schedule D3
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 D4
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 D5
August 1, 2017 - July 31, 2018

Position on Scale	VTPA	Year of Teaching	TCM		VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
			TC1 TC2	TC3					
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 D6
August 1, 2018 - July 30, 2019

Position on Scale	VTPA	Year of Teaching	TCM		VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
			TC1 TC2	TC3					
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 D7
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 E5
August 1, 2017 – July 31, 2018

	<u>TEACHERS</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
Director	No less than 75% of the base rate based upon the number of teachers in area of responsibility.	
	<u>TEACHERS</u>	
Supervisors	1 – 5 teachers	\$6,016
	6 – 15 teachers	\$6,016 plus \$724 for each teacher in excess of five (5)
	16 – 30 teachers	\$13,260 plus \$546 for each teacher in excess of fifteen (15)
	31 – 45 teachers	\$21,458 plus \$110 for each teacher in excess of thirty (30)
	46+ teachers	\$23,092 plus \$83 for each teacher in excess of forty-five (45)
Department Head or System Consultant	\$569 for each full-time teacher in the department including department 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 teacher's time in the department.	

APPENDIX "A"
SHARED TEACHING PROVISIONS

Eligibility	Participation in shared teaching is available to permanent contract teachers in the employ of the Board.
Application	The applications must be submitted on or before February 1 of the school year prior to the school year in which the shared teaching is to occur. The Board will respond to all applications with a firm decision by March 31.
Supporting Documents	The applications must be accompanied by: (i) the proposed teaching schedule; (ii) the recommendation of the Director.
Approval	Approval is at the discretion of the Board.
Certificate	One of the shared teachers must have a permanent contract with the Board.
Contract	The teachers shall be employed on a Term Contract; however, any Permanent Contract teacher participating in a job share shall be deemed to be on Permanent Contract. The teachers must also sign the Shared Teaching Agreement.
Return to Full-Time	The return to a full time position is at the option of any Permanent contract teacher from school year to school year providing the teachers would not have otherwise been terminated.
Teacher Evaluation	Teachers involved in a shared teaching arrangement shall be evaluated in accordance with the normal evaluation criteria plus evaluations as to how the teachers work as a team.
Duration	Each shared teaching agreement is for a one (1) year period.
Reapplication	To continue a shared teaching arrangement beyond a one (1) year period, reapplication is required. There is no obligation on the part of the Board to approve or continue any or all shared teaching arrangements.
Salary	Salary shall be on a pro-rated basis.
Method of Payment	Unless alternate arrangements are agreed to by the parties, salary payment will be made on a regular basis for the entire school year on the same schedule as for full-time teachers.
Seniority	A Permanent Contract Teacher shall accumulate seniority on a pro-rated basis for each year of participation in a shared teaching arrangement.
Parent Visitation	Both teachers in a shared teaching arrangement shall be present for Case Conferences, individual student plan meetings and Parent Visitation sessions. If school time is involved, only the teacher regularly scheduled for duty shall be paid.
In-Service	When In-Service is held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is encouraged to attend.

Benefits

Teachers on a shared teaching arrangement shall receive the benefits set forth in Article 34 - Term Contract, Benefits.

Communication

Teachers involved in a shared teaching arrangement shall be expected to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

**APPLICATION FOR SHARED TEACHING POSITION
ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY**

Participating Teachers:

Name _____
Address _____

Phone _____
Prof# _____

Name _____
Address _____

Phone _____
Prof# _____

Present Teaching Assignments

Position _____

(If Itinerant, state general location)

Position _____

(If Itinerant, state general location)

We the above names teachers hereby apply for a Shared Teaching Position for the school year _____.

The position we wish to share involves _____

We understand that approval or rejection of this application is at the option of the Board.

Please find enclosed:

1. A copy of proposed teaching schedule with rationale.
2. Recommendation of Director.

Teacher's Signature

Date

Teacher's Signature

Date

SHARED TEACHING POSITION

PROPOSED SCHEDULE FOR SHARING TEACHERS:

We, the teachers involved in this Shared Teaching Application, wish to split this position by alternately teaching _____
_____.

We understand that this or any shared teaching schedule, if approved, cannot be altered or changed throughout the school year without the written permission of the Atlantic Provinces Special Education Authority.

RATIONALE FOR PROPOSED SCHEDULE:

RECOMMENDATION OF DIRECTOR:

Signature of Director

Date

Teacher's Signature

Teacher's Signature

Date

Date

SHARED TEACHING AGREEMENT

Section I

I, _____, agree to enter a shared teaching arrangement with _____ for the school year _____.

I have read the terms and conditions of the Shared Teaching Agreement as negotiated between the Nova Scotia Teachers Union and the Atlantic Provinces Special Education Authority and agree to enter a shared teaching arrangement subject to the terms and conditions.

The terms and conditions referred to above are contained in Article 50 and Appendix "A" Shared Teaching Provisions of the Professional Agreement between the Nova Scotia Teachers Union and the Atlantic Provinces Special Education Authority.

Witness

Teacher's Signature

Date

Section II

In accordance with the terms and conditions related to Shared Teaching, approval is given to the above mentioned teacher to participate in a Shared Teaching position for a period of one (1) year beginning on _____ and terminating on _____.

Witness

Signature on Behalf of Board

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 the Board is eligible to participate in the Plan.

Application

- .03 A teacher must make written application to the Superintendent on or before April 30th of the school year prior to the school year deferment is to commence, requesting permission to participate in the Plan.
- .04 Written acceptance, or denial, of the teacher's request, with explanation, shall be forwarded to the teacher by June 15th in the school year the original request is made.
- .05 Approval of individual requests to participate in the Plan shall rest solely with the Board and a refusal by the 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, the 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 daily and paid monthly (not in advance).

The rate is determined on the last day of each month by taking the average of the Plan 24 savings account at the Teachers Plus Credit Union, and a one, three and five year non-redeemable term deposit. The rates for term deposits shall be the average of those quoted by Teachers Plus Credit Union, Royal Bank, Scotia Bank, CIBC, TD Canada Trust, and Bank of Montreal.

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 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 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 11.04 and teachers who are terminated pursuant to Article 11.05(11) or in accordance with the provisions of an agreement between a 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 Board.

DEFERRED SALARY LEAVE PLAN CONTRACT

I have read the terms and conditions of the Deferred Salary Leave Plan and hereby agree to enter the Plan subject to said terms and conditions:

1. **ENROLMENT DATE**

I wish to enroll in the Deferred Salary Leave Plan commencing _____.

2. **YEAR OF LEAVE**

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

3. **FINANCIAL ARRANGEMENTS**

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

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

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

(ii) Annually, the Board shall provide me with a statement regarding the status of my account.

(iii) 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 deductions.

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

(b) Where the leave is for a six (6) month period, the total monies accumulated as of the end of the month prior to the month in which the leave is to commence shall be paid according to the terms of the Deferred Salary Leave Plan.

(v) (a) When the leave is of a one (1) year duration, the December payment and the final payment of the year of the leave shall be adjusted to include interest earned on the balance of monies held in my account.

(b) When the leave is of a six (6) month duration the final payment at the end of the six (6) month leave period shall be adjusted to include interest earned on the balance of monies held in my account.

Teacher's Signature

Witness

Date

APPENDIX C

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
5940 South Street
Halifax, Nova Scotia B3H 1S6
Telephone (902) 424-8500 Fax: (902) 424-7765

REQUEST FOR MEDICAL INFORMATION FORM

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURNED TO THE ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY BY _____, 20_____.

DATED: _____

(A) PHYSICIAN'S SECTION

TO THE PHYSICIAN: Your patient is a teacher with the Atlantic Provinces Special Education Authority. The teacher has been absent from work due to illness since _____, The Board requires information regarding the teacher's current medical condition. Please complete this form only if you have treated the teacher during the illness in question, or have predetermined medical information that this individual has been ill since that date specified above. Your cooperation is appreciated. Any fee applicable to your completing this form should be billed directly to the Atlantic Provinces Special Education Authority.

1. Teacher's Name: _____
2. Teacher's Address: _____
3. Date(s) you attended the teacher: _____
4. Teacher is unable to work: From _____ To _____
5. Expected date of return to work: _____
6. Has the patient's current illness prevented him/her from reporting for and performing his/her job?
Yes _____ No _____
7. On the patient's return to work are there restrictions on any activities the employee can engage in?

Physician's Name and Address: _____

Physician's Signature _____ Date _____

Other remarks (use additional sheet if necessary)

B. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information (including any explanation arising from the information provided) concerning my current illness or injury to my Employer, the Atlantic Provinces Special Education Authority. I understand that I will receive a copy of any medical information received by the Board from my physician.

Teacher's Signature

Date

APPENDIX D
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* or the *New Brunswick 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 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 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 Board.
- .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 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 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 and the Board 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 The Superintendent shall provide the Union or designate with the following information:
- (i) the number of applications submitted pursuant to .03; and
 - (ii) the names of approved applicants by Board, on or before July 31st of the academic school year.