

Tentative Agreement Summary

**Provincial
Contract
Negotiations
2017**

between

Nova Scotia Teachers Union

**Minister of Education and Early Childhood
Development of the Province of Nova Scotia**

Please find outlined below the final disposition of proposals as agreed to by the NSTU (the Union) and the Minister of Education and Early Childhood Development (Employer). For the purpose of clarity, the following points should be noted:

1. Where a proposal is withdrawn by either the Union or the Employer the existing language of the Teachers' Provincial Agreement remains unchanged.
2. Where the Union and the Employer have agreed to amend or change an article the amendment or change is noted through the use of partial and bolded text. The new Teachers' Provincial Agreement will contain the full text.
3. LOU is an acronym for Letter of Understanding

Article	Title	Proposal
NEW/CHANGED ARTICLES SINCE SEPTEMBER 2, 2016 TENTATIVE AGREEMENT		
31	Other Absences	<p>31.10 (i) (a) Effective August 1, 2017, permanent, probationary, and teachers with a term contract of a minimum 175 days will be provided 2 days of leave with pay per school year for self-directed preparation/development of the teacher.</p> <p>(b) Effective the signing date of this agreement, permanent, probationary, and teachers with a term contract of a minimum 175 days will be provided 1 day of leave with pay during the remainder of the 2016-2017 school year for self-directed preparation/development of the teacher.</p> <p>(ii) Notwithstanding 31.10(i)(a), teachers eligible for leave pursuant to 31.10(i)(a) who teach less than the full year or less than full time shall have such leave calculated according to the percentage that the number of teaching and claimable days is to the number of days in the school year. The amount so determined shall be rounded off to the nearest half day.</p> <p>(iii) Teachers cannot use leave pursuant to (i) during scheduled events that cannot be adequately altered, which include:</p> <p>(a) parent/teacher interviews; (b) meet the teacher nights; (c) exam(s) written by their own students; (d) scheduled formal evaluations of the teacher.</p> <p>(iv) Leave under (i):</p> <p>(a) shall be requested in advance; (b) can be taken in half day or full day increments; (c) is subject to the availability of a substitute teacher; (d) is subject to the requirement to appropriately staff the school; (e) cannot be contiguous with other time off (e.g., holidays, March Break, long weekends, other approved time off). The foregoing may be waived in special circumstances; and (f) shall not be unreasonably denied.</p> <p>The NSTU has received confirmation, in writing, that teachers will not be required to provide reasons for such leave prior to or subsequent to the leave. However, a teacher will have to provide an explanation of the special circumstances if requesting leave under 31.10 (iv) (e). All such leave shall not be unreasonably denied.</p>

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43	Salary	<p>Schedules D & E to increase by:</p> <ul style="list-style-type: none"> • August 1, 2015 – 0% • August 1, 2016 – 0% • April 1, 2017 – 2% • April 1, 2018 – 1% <p>Total salary increase 3.0% (3.02% compounded) over four (4) years.</p>
59	Marking and Preparation Time	<p>59.05 Notwithstanding 59.01, if Appendix F allows marking and preparation time to be scheduled during recess, marking and preparation shall not be scheduled during recess unless it is combined with an adjoining class/period.</p> <p>59.06 A teacher who is required by the Principal to fill in when a substitute is not hired pursuant to Article 32.23 (Substitute Teachers) of this Agreement shall have any lost contractual marking and preparation banked to the teacher's credit. A teacher shall be entitled to substitute release time for marking and preparation time in half day increments, scheduled at a mutually agreeable time(s) (teacher must be at school).</p>
NEW	Partnership on Systemic Working Conditions	<p>.01 The parties to this agreement shall establish a Partnership on Systemic Working Conditions consisting of a maximum of three (3) representatives of the Nova Scotia Teachers Union, a maximum of three (3) representatives of the Department of Education and Early Childhood Development, and a maximum of one (1) representative of each School Board.</p> <p>.02 The purpose and mandate of the Partnership is to study and make recommendations to the members of the Partnership for implementation on systemic demands on teachers' time that may limit teachers' ability to facilitate student learning and success.</p> <p>.03 The Minister shall provide the Partnership with an annual budget to address systemic working conditions. The Partnership shall develop a plan for the expenditure of the allocated budget specific to the priority items in .08 and .09.</p> <p>.04 The Partnership shall be co-chaired by one representative from each of the Department of Education and Early Childhood Development and the Nova Scotia Teachers Union. The co-Chairs shall jointly report to the parties the agreed recommendations of the Partnership.</p> <p>.05</p> <ul style="list-style-type: none"> (i) The co-Chairs shall annually appoint, by mutual agreement, a neutral facilitator, whose role is to assist the parties in effective dialogue. (ii) The facilitator shall attend all meetings of the Partnership unless the co-Chairs mutually agree otherwise. (iii) The initial facilitator shall be appointed within ninety (90) days of signing of the Agreement. (iv) Annual appointment of the facilitator shall occur by August 15th of each year. (v) Costs of the facilitator shall be equally shared by the parties to this Agreement. <p>.06</p> <ul style="list-style-type: none"> (i) The Partnership shall meet, at a minimum, bi-monthly during the school year unless the parties determine otherwise. (ii) The co-Chairs shall set the meeting dates for each school year by August 15th of the school year.

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		<p>(iii) The co-Chairs shall set the agenda for each meeting at least two (2) weeks prior to the meeting.</p> <p>.07 Studies on any identified issues shall be completed within six (6) months of the issue first being discussed by the Partnership or such other time period as the Partnership may deem appropriate. Studies will be conducted by the Partnership directly or by a working group struck through the Partnership. Recommendations will be made on the basis of consensus. In the event that the Partnership cannot reach consensus, recommendations may be made with the agreement of both Co-Chairs.</p> <p>.08 While not limiting the general mandate of the Partnership, the Employer and the Union have agreed on a number of priority issues they wish the Partnership to consider. The following areas shall comprise the Council's initial focus:</p> <ul style="list-style-type: none"> a. Data collection and reporting b. Scope of practice for teachers c. Assessment and evaluation d. Planning for student success e. Technology and work processes <p>.09 The Partnership shall develop a process to identify any additional priority areas which may be added, provided they are systemic in nature, for consideration by the Partnership. Examples may include identified trends and systemic issues from the Class Climate Review Teams and/or the Working Conditions Review Teams.</p> <p>.10 In the event that consensus or agreement on recommendations cannot be reached in accordance with .07, either co-Chair may request that the remaining dispute or barrier be forwarded to an Arbitrator in accordance with this Article. Where the facilitator determines that all reasonable attempts have been exhausted to form a recommendation, the facilitator shall forward the dispute to the Arbitrator as set out below.</p> <ul style="list-style-type: none"> (i) The decision of the Arbitrator shall be final and binding upon all parties concerned. (ii) The Arbitrator shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions thereof. (iii) The co-Chairs shall, annually, agree on a list of three (3) arbitrators. The initial list of arbitrators is contained in Appendix G. (iv) The co-Chair receiving the request for arbitration shall select the arbitrator from the list of three (3) arbitrators identified in (iii). In the event that the parties jointly request arbitration, the arbitrator shall be mutually agreed on from the list of three (3) arbitrators identified in (iii) or, if the parties cannot agree the arbitrator shall be chosen by draw from the list of three (3) arbitrators. (v) The Arbitrator shall not have the authority to create, change, alter, or modify policy. Creation of policy is within the exclusive jurisdiction of the Minister or School Boards as appropriate. Notwithstanding, in any dispute concerning the interpretation, application, and administration of an existing policy, the Arbitrator has the jurisdiction to interpret and apply the policy to the systemic conditions which gave rise to the issues.

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		<p>(vi) Matters referred to arbitration shall be heard on an expedited basis with a hearing or submissions within thirty (30) days of the referral. The arbitrator shall have full authority over the process. The Arbitrator has no authority with respect to expenditure of monies unless the following occurs:</p> <p>(a) No expenditure proposal may be approved unless the subject and specific proposal was presented to the Partnership, pursuant to .08 and .09;</p> <p>(b) The Arbitrator may not approve a proposal that causes the Partnership to exceed its annual budget; and</p> <p>(c) The Arbitrator may not approve any specific budget proposal in excess of \$250,000.00 in a school year.</p> <p>(d) Notwithstanding I, the co-Chairs may agree to submit a specific issue to arbitration in excess of the \$250,000.00 limit.</p> <p>(vii) The Arbitrator shall render a decision within thirty (30) days of receipt of submissions, or such other period as the parties mutually agree.</p> <p>(viii) Costs of the Arbitrator shall be equally shared by the parties to this Agreement.</p> <p>Commitment, in writing, from Minister of Education and Early Childhood Development to President of NSTU to provide new funding of \$10 million in each of the 2017-2018 and 2018-2019 school years to implement the decisions or recommendations of the Partnership.</p> <p>The initial list of arbitrators is Bruce Outhouse, Lorraine Lafferty, and James Musgrave.</p>
NEW	Assessment	<p>.01 When a classroom teacher is required to perform Provincial or Board mandated student assessments that require extended one-on-one student-teacher time, including, but not limited to, Oral Reading Assessments and Observation Surveys, supervision of the remaining students shall be provided by a substitute teacher unless the hiring of a substitute teacher is not operationally required. The obligation to hire a substitute shall be deemed to have been met in the event that a substitute is not available after the Employer has made every reasonable effort to hire a substitute.</p>
NEW LOU	Commission on Inclusive Education	<p>The parties are committed to Inclusive Education. The parties further recognize that the current model of Inclusive Education needs improvement in order to provide a quality education experience to meet the diverse needs of all students.</p> <p>The parties agree to appoint a Commission to examine the current status of Inclusive Education in the Nova Scotia education system and identify creative and sustainable solutions to the challenges faced in delivering quality education for all students within an inclusive education model where teachers feel prepared and supported and children have a sense of belonging and are helped to achieve their full potential. The parties agree that the Commission shall consider the appropriateness of current policies related to Inclusive Education and recommend if such policies should be retained, modified, or replaced.</p> <p>.01 The parties agree to establish, within ninety (90) days of the signing of this Agreement, a Commission on Inclusive Education.</p> <p>.02 The Commission shall be comprised of:</p>

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		<ul style="list-style-type: none"> • One (1) expert in the field of inclusive education appointed by the Department of the Education and Early Childhood Development • One (1) expert in the field of inclusive education appointed by the Nova Scotia Teachers Union • An independent chair, appointed by the parties, who is nationally recognized as an expert in inclusive education. • None of the appointees shall be a member of the NSTU or an employee of either party. <p>.03 Each party shall be responsible for the fees and expenses of their appointee.</p> <p>.04 The Employer shall be responsible for the fees and expenses of the independent chair.</p> <p>.05 The Department of Education and Early Childhood Development and the Nova Scotia Teachers Union shall each appoint a liaison to the Commission. The Commission may utilize the liaisons as necessary.</p> <p>.06 If the Commission determines it requires resources, including staff supports, the Commission shall make a proposal for approval to the parties and, if approved, the costs shall be shared equally by the parties. If the resources referred to above includes staff from either party, the employing party shall be responsible for the costs of that staff member.</p> <p>.07 The Commission shall examine the current status of Inclusive Education in Nova Scotia public schools.</p> <p>.08 The Commission shall consult with the Department of Education and Early Childhood Development, Nova Scotia Teachers Union, School Boards, and any other relevant educational partners (including teachers, students, and parents/guardians) as determined necessary by the Commission.</p> <p>.09 The Commission shall:</p> <ul style="list-style-type: none"> • Provide a research based overview of the current practice and policy of Inclusive Education to public school students in Nova Scotia including each School Board. • Conduct a comprehensive literature review of Inclusive Education. • Identify challenges educators are facing in implementing Inclusive Education. • Identify areas of improvement in Provincial and School Board policies related to Inclusive Education. • After a provincial, national, and international research review, identify and recommend best practices for implementation of Inclusive Education. • Provide recommendations on how the implementation of Inclusive Education can be improved including, but not limited to: <ul style="list-style-type: none"> ○ Funding ○ Resources and resource allocation and accountability ○ Professional Development ○ Alignment of initiatives ○ A mechanism for a regular review of Inclusive Education. • Identify areas that would benefit further investigation.

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		<ul style="list-style-type: none"> • Develop a comprehensive strategic plan that will include measurable education goals for the implementation of inclusive education and specific recommendations to improve teaching and learning conditions to support these measurable goals. <p>.10 The parties agree that the Department of Education and Early Childhood Development will not make changes to the Provincial Special Education Policy and any policies related to Inclusive Education and will direct School Boards to not make changes to School Board policies related to Inclusive Education until three (3) months following the tabling of the Commission's recommendations or such other time period as the parties agree.</p> <p>.11 The final report of the Commission shall be presented to the parties within one (1) year of the appointment of the Commission.</p> <p>.12 The recommendations of the Commission shall be forwarded to the Partnership on Systemic Working Conditions for appropriate consideration as per .07 in Article? – Partnership on Systemic Working Conditions.</p>
NEW LOU	Class Size	<p>The Department of Education and Early Childhood Development agrees to maintain the existing class size guidelines for the 2017-2018 and 2018-2019 school years only.</p> <p>The class size guidelines are:</p> <ol style="list-style-type: none"> 1. Classes for grades Primary to Two are capped at 20 students, with flexibility. Creating combined classes or multi-age groupings are appropriate to meet this cap. 2. Classes for grades Three to Six are capped at 25 students, with flexibility. Creating combined classes or multi-age groupings are appropriate to meet this cap. 3. Combined classes have multiple grade levels in one room. The cap for a combined class shall be the cap for the lowest grade level. 4. Class caps are applicable to both English and French Immersion classes. 5. A class may exceed the class cap, in the following circumstances: <ul style="list-style-type: none"> ○ School Capacity – When, in order to meet the class size target, the creation of an additional class or classes is necessary and the school does not have the space to accommodate the additional class(es), the class cap shall not apply. ○ Exceptional Circumstances – The class size cap can be exceeded in exceptional circumstances in order to accommodate issues of class configuration or class composition. ○ When a class exceeds the class cap, the school is to review the class size and the reasons therefore with their School Advisory Council. 6. Note that these caps shall apply on September 30th of the current school year. It is understood that there may be enrolment fluctuations throughout the year after this time. <p>The Employer agrees that class caps apply to all classes, at the applicable level, in all School Boards.</p> <p>Flexibility as per points (1) and (2) above is defined as not more than two (2) additional students per class.</p>
NEW	PowerSchool	<p>The Department of Education and Early Childhood Development commits to immediately investigate if PowerSchool can be globally configured to have a time delay between entry of marks and availability of marks on the parent/student portals.</p>

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Letter of Commitment		If such configuration is possible, the Department of Education and Early Childhood Development shall implement said time delay as soon as possible. The NSTU will be meaningfully consulted during the study for comments and input.
NEW/CHANGED ARTICLES PREVIOUSLY DESCRIBED IN SEPTEMBER 2, 2016 TENTATIVE AGREEMENT		
8	Printing and Distribution of the Agreement	8.03 The Employer shall provide up to two thousand (2000) copies of this Agreement upon request to the Union.
11	Duties of Teachers	11.01 It is the duty of a teacher in a public school to: (xv) report immediately to the principal the existence of any infectious or contagious disease in the school or the existence of any unsanitary condition in the school buildings or surroundings, and perform such duties as are from time to time prescribed by or under the <i>Health Protection Act</i> ;
12	Teacher's Personal Personnel Employment File	Access to the file by the teacher or the teacher's representative is now by request to the Director of Human Resources rather than the Superintendent.
18	Teaching Experience	Article has been updated to remove references to years of service prior to August 1, 1958.
25	School Year	25.05 Days pursuant to 25.04 shall, with the approval of the School Board and the Regional Education Officer, be designated for use as follows: (i) up to two (2) days per teacher per year for organization purposes; (a) one hundred and twenty (120) minutes of the first day for organization purposes of the school year shall be uninterrupted time allocated for professional duties as determined by the teacher. 25.10 School holidays include Labour Day, Thanksgiving Day, Heritage Day , Good Friday, Easter Monday, Victoria Day, the day fixed by proclamation for observance of the birthday of the reigning sovereign, and Remembrance Day where Remembrance Day falls on a teaching day.
28	Compassionate Care Leave	28.01 The Director of Human Resources shall grant a teacher up to eight (8) weeks of unpaid leave, to be taken in blocks of not less than two weeks. Entitlement to the leave shall be consistent with the Compassionate Care provisions of the <i>Employment Insurance Act</i> and Regulations.
29	Leave for Birth of Child	29.02 The leave may be divided as follows: (i) one (1) day during the confinement of the spouse within one (1) week of the date of birth; (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.
42	Grievance Procedure	References to the Minister of Environment and Labour replaced with Minister responsible for Labour.
49	Distance Education Distributed Learning	49.01 It is recognized that in order to fully prepare students for the future, all students need to have access to distributed learning opportunities throughout their public education experience. 49.02 Distributed Learning is a method of instruction that relies primarily on communication between students and teachers through the internet or other electronic-based delivery, teleconferencing, video conferencing or e-correspondence. It allows teachers, students, and content to be located in different, non-centralized locations so that instruction and learning can occur independent of time and place.

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		<p>49.013 All distance education courses distributed learning courses provided by a School Board provided to public school students shall be taught by certified teachers under contract with a School Board in a form approved under this Agreement.</p> <p>49.024 The participation of a teacher in a distance education distributed learning course; an instructor in the transmitting site or as partner in the receiving site, shall be part of the teacher's regular assignment and shall not infringe upon the teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.</p> <p>49.035 The School Board shall provide that each school participating in a distance education distributed learning course will ensure that a student supervision plan is in place. This plan shall include:-</p> <ul style="list-style-type: none"> (i) the name of the teacher or teachers responsible for ensuring that the students in the distance education distributed learning class are supervised while at school.; (ii) a schedule of the times when supervision is needed; (b) that in the event that supervision is not available, it is incumbent upon the principal to have delegated the responsibility to another teacher; (iv) the designation of a specific locale for distance education students; (v) the establishment of clear procedures to deal with transmission difficulties and/or technical/maintenance problems. <p>49.046 Each receiving site shall designate a teacher to coordinate distance education distributed learning within the school. The role of the coordinating teacher shall be, as required:</p> <ul style="list-style-type: none"> (i) to make resources available, when needed, and designate a place where resources are to be stored; (ii) to monitor student progress with the understanding that the distance education distributed learning teacher is responsible for student evaluation; (c) to coordinate the availability of tutorial help for students when requested; (iv) to ensure that student assignments and evaluations are sent to the delivery site and distributed when returned, where appropriate; (v) to maintain regular contact with the teacher delivering distance education distributed learning; (vi) to maintain accurate registration records for distance education distributed learning students; (vii) to coordinate evaluation schedules under the direction of the distance education distributed learning teacher; (d) to assist in dealing with parental enquiries and concerns as they arise. <p>The assignment shall be part of the co-ordinating teacher's regular assignment and shall not infringe upon the co-ordinating teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.</p> <p>49.05 The School Board, if requested, will convene a meeting of parents at the receiving sites before September 30th in each academic school year. The distance education teacher of the course(s) at his/her discretion will have an opportunity to address the parents via technology.</p>

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		<p>49.07 Where the same course is offered within the school and fits a student's timetable, students shall require approval from the Director of Programs, or designate from the Board office, before taking the distributed learning course.</p> <p>49.068 (i) Where existing video and audio transmission technologies are being utilized for distance education in schools, the maximum number of students enrolled in a distance education course at all sites should not exceed twenty two (22) students, unless the School Board can demonstrate to the Union the feasibility of increasing that number to a maximum number of twenty five (25) students. The maximum number of sites shall not exceed five (5). The maximum number of students permitted in a distributed learning course shall be twenty-five (25).</p> <p>(ii) In the event that new technologies are used in the delivery of distance education courses, the parties agree to meet to determine the appropriate number of sites, student numbers, and other related educational issues.</p> <p>49.079 Teachers participating in distance education distributed learning programs shall be provided with access to ongoing professional development in distance education distributed learning. Consideration shall be given to providing professional development activities as part of in-service days pursuant to Article 25 of this Agreement. Necessary costs for School Board approved professional development activities shall be paid by the School Board and may be claimed subject to Article 60 Professional Development Fund of this Agreement.</p> <p>49.0810 (i) Distance education courses shall be scheduled during the students' instructional hours. The structure of the school day for a teacher assigned to teach distributed learning, whether synchronous or asynchronous, may be different but equivalent to the length of school day for teachers assigned to teach non-distributed learning courses.</p> <p>(e) Any changes to the structure of the school day pursuant to (i) which impacts an individual teacher teaching distributed learning shall not occur without the agreement of the teacher. Should the Employer determine that the structure of the school day is to be different from what was assigned, should the distributed learning teacher decline the change, the Employer may still proceed with the change, in which case, local provisions would apply to that teacher .</p> <p>49.0911 (i) Teachers in schools which transmit distance education distributed learning courses shall have the option to request a distance education distributed learning assignment.</p> <p>(ii) A notice of assignment involving distance education distributed learning shall be subject to assignment provisions in the Local Agreement.</p> <p>49.102 A standing Distance Education Distributed Learning Committee consisting of two (2) representatives from the Department of Education and Early Childhood Development, two (2) representatives from the Nova Scotia School Boards' Association School Boards and four (4) representatives from the Union shall be established to address issues surrounding distance education the ongoing development of distributed learning. The Committee must shall meet at the request of either the Department of Education and Early Childhood Development or Union but in any event not less than twice a year.-And provide an annual written report to the parties bound by this Agreement.</p>

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		<p>Without limiting the scope of the Committee, the following are expected topics:</p> <ul style="list-style-type: none"> - The application of reasonably equivalent hours of work - Appropriate time and resources for those teaching distributed learning courses - Professional development - Technological change <p>49.11 (i) The parties recognize that there are distance education course(s) which meet the requirements of the Public School Program but which do not meet the requirements of Article 49.01. In such cases the Distance Education Committee may, by unanimous approval, authorize the offering of the course(s) by a School Board to public school students.</p> <p>(ii) Where approval has been given pursuant to (i), the Committee shall annually review the approval of the offering of the course(s).</p> <p>(iii) Where a request is made by a School Board pursuant to (i) and/or where a review is being conducted pursuant to (ii), the requesting School Board must provide information as requested by the members of the Committee.</p>
60	Professional Development Fund	<p>60.01 (iii) (a) Notwithstanding 60.01 (ii), effective the 2017/2018 fiscal year up to one-half of any increase in the Consumer Price Index [CPI Nova Scotia all items (2002-100)] for the total fund for December 2016 over December 2015 and each year thereafter accordingly shall be allocated to the Conseil scolaire acadien provincial until the Conseil scolaire acadien provincial allocation is \$400,000.00.</p> <p>(f) Notwithstanding 60.01 (ii), effective the 2017/2018 fiscal year, fiscal year funds in 60.01 (i) will change according to the change in the Consumer Price Index [CPI Nova Scotia all times (2002 = 100)] for December 2016 over December 2015 and each year thereafter accordingly less the portion in 60.01 (iii) (a) until the Conseil scolaire acadien provincial allocation is \$400,000.00.</p> <p>NEW A teacher must inform the Committee of any other sources of funding/remuneration for expenses covered by this Fund and the reimbursement from the Fund shall be accordingly reduced.</p> <p>NEW Where a teacher is unable to continue to fulfill the approved educational leave, the teacher must inform the Committee as soon as possible and provide the reasons to the Committee.</p>
NEW	Working Conditions	<p>.01 The parties under this Agreement recognize the importance of the systems, policies and structure of the school system to create a workplace and learning environment that supports teachers to carry out their duties pursuant to the Teachers' Provincial Agreement. The parties acknowledge the right of the Minister and School Boards, subject to any Professional Agreements with the NSTU, to establish systems, policies and structures in their respective jurisdiction of Nova Scotia's public education system.</p> <p>.02 A teacher(s) who considers a system, policy or structure as causing a significant barrier(s) to carrying out the teacher's duties may report the facts of the situation in writing to their immediate supervisor who shall investigate, take appropriate action, and report the response in writing within fifteen (15) days to the teacher(s).</p>

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Article	Title	Proposal
		<p>.03 If the immediate supervisor is unable to resolve the concerns of the teacher(s), the teacher(s) and/or the immediate supervisor may report, in writing, the facts of the situation to a Working Conditions Review Team. The Working Conditions Review Team shall comprise a representative designated by the Superintendent, and a representative designated by the Union.</p> <p>.04 The Working Conditions Review Team shall meet with the teacher(s) and the immediate supervisor within ten (10) days to review the teacher's written concerns. The teacher(s) may be accompanied by a representative of the Union.</p> <p>.05 The Working Conditions Review Team shall examine all options available within the Board and make recommendations within fifteen (15) days of the meeting with the teacher(s) and the immediate supervisor or such longer period as may be agreed by the Union and the School Board representative. The recommendation(s) of the Working Conditions Review Team shall be reported to a designate of senior staff of the Board as determined by the Superintendent, with a copy to the teacher(s) and the immediate supervisor.</p> <p>.06 The senior staff designate of the Board will review and assess the recommendation(s) of the Review Team and will report back within ten (10) days to the Review Team to identify which recommendations will be implemented, if any, and will provide status updates when accepted recommendations have been implemented. The senior staff member's decision as to whether or not to implement the recommendation(s) is non-grievable.</p> <p>.07 In the event that the senior staff designate is unable to agree with the recommendations of the Working Conditions Review Team and the teacher(s) remains dissatisfied, the teacher(s) may refer the matter to the Union. Where the Union considers the matter to be systemic in nature, the Union may refer the matter to the co-chairs of the Partnership on Systemic Working Conditions for consideration of placement on the agenda of the Partnership.</p>
New LOU	Pupil Evaluation, Classification and Administration Purposes	<p>The parties to this Agreement agree to undertake, as part of a working group through the Partnership on Systemic Working Conditions, a joint review of the feasibility of moving one or two of the Article 25.05 (ii) pupil evaluation, classification and administrative days to a period(s) in the school year immediately prior to the preparation of report cards.</p> <p>In determining whether this initiative is feasible, the parties acknowledge that any change to the scheduling of the above-referenced days cannot result in increased costs or a loss of instructional time. The parties will also consider any adverse impact on time required for high school teachers for year-end purposes and requirements.</p> <p>Further, the parties have agreed:</p> <p>.01 The parties will make appointments to the Working Group within fifteen (15) days of ratification of this Agreement.</p> <p>.02 The Working Group will have its initial meeting within thirty (30) days of ratification of this Agreement.</p> <p>.03 The Working Group will provide its report within ninety (90) days of the first meeting of the Working Group.</p>

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Article	Title	Proposal
		.04 The effective date of any recommendations from the Working Group will be August 1, 2017.
LOU#5	Joint Committee	Deleted
NEW/CHANGED ARTICLES PREVIOUSLY DESCRIBED IN NOVEMBER 12, 2015 TENTATIVE AGREEMENT		
5	Employer's Responsibilities	5.01 (v) planning and controlling the quality of the teaching program educational programs and services.
6	Discrimination and Intimidation, Respectful Workplace and Learning Environment	6.03 Neither the Employer nor School Board nor any person acting on behalf of the Employer or School Board shall refuse to employ or continue to employ any teacher or otherwise discriminate against any teacher on the basis of marital status, sexual orientation, race, religion, creed, colour, sex, ethnic or national origin, physical handicap, or age the prohibited grounds as set out under the Nova Scotia Human Rights Act.
27	Pregnancy Leave, Parental Leave and Adoption Leave	27.04 A teacher shall produce, when so requested by the Director of Human Resources a certificate from a legally qualified medical practitioner or licensed midwife specifying the date upon which delivery will occur, in the opinion of the medical practitioner or licensed midwife.
32	Substitute Teachers	Substitute teachers receive same pay increases as noted in Article 43.
61	Service Award/Death Benefit	Article 61 will be amended to provide that all Service Award/Death Benefit accruals cease July 31, 2015. All other provisions of Article 62 remain the same. The salary used to calculate the Service Award/Death Benefit shall be the annual rate of salary applicable to the teacher's certificate and experience, including any administrative allowance, on the last day of employment. All years of service up to the last day of employment shall be taken into account in determining whether the teacher meets the applicable minimum years of service eligibility criterion.
69	Duration and Termination	The term of the agreement is four (4) years – August 1, 2015 – July 31, 2019.
LOU#7	Marking and Preparation	Deleted as this Committee has reported.

The following Letters of Understanding and Schedules will be updated to implement the negotiated changes above:

- LOU#4 – Implementation Date
- Schedule D – Salaries
- Schedule E – Additional Salary (Supervisory Allowances)

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Proposals on the following articles were withdrawn over the course of negotiations so these articles remain unchanged from the 2012-2015 Teachers' Provincial Agreement:

- Article 1 – Definitions
- Article 2 – Recognition
- Article 9 – Committees
- Article 13 – Supervision of Pupils
- Article 15 – Reclassification of Certificates
- Article 16 – Teacher Certification and Change in Certification
- Article 17 – Issuance of Permits
- Article 19 – Recognition of Service
- Article 20 – Tenure
- Article 21 – Job Security
- Article 24 – Extracurricular Activities
- Article 26 – Leave for Injury on Duty
- Article 33 – Term Contract, Benefits
- Article 44 – Supervisory and Administrative Positions
- Article 45 – Evaluation of Teaching Staff
- Article 50 – Travel Allowance
- Article 58 – Long Term Disability
- Article 62 – School Day for Teachers
- Article 64 – Collection of Money
- NEW – Health Care Spending Account
- NEW – Parents of Critically Ill Children Leave
- NEW – TIENET
- NEW – Employment Equity
- NEW – Flexibility for Identified Schools
- LOU#1 – Affirmative Action
- LOU#3 – School Closures
- LOU#6 – Substitute Teachers Pilot (Injury on Duty)
- Appendix A – Early Retirement Incentive Plan
- Appendix B – Deferred Salary Leave Plan
- Appendix E – Supervisory and Administrative Time
- Appendix F – Marking and Preparation Time
- NEW Appendix G – Ancillary Benefits

No proposals were tabled on the following articles so these articles remain unchanged from the 2012-2015 Teachers' Provincial Agreement:

- Article 3 – Application
- Article 4 – Public Legislation
- Article 7 – Strikes and Lockouts
- Article 10 – Successor Rights
- Article 14 – Program Development Assistance Fund
- Article 22 – Severance Pay
- Article 23 – Suspension or Cancellation of Certificate or Permit
- Article 30 – Leave for NSTU President
- Article 34 – Insurance
- Article 35 – Union and School Board Negotiable Items
- Article 36 – Employment Insurance Premium Reduction
- Article 37 – Alcoholism and Drug Dependency Rehabilitation Program
- Article 38 – Early Retirement Incentive Program
- Article 39 – Deferred Salary Leave Plan
- Article 40 – In-Province Teacher Exchange
- Article 41 – Amendment by Mutual Consent
- Article 46 – Individual Program Plans
- Article 47 – Temporary Assignments
- Article 48 – Teacher Information
- Article 51 – Liability Insurance
- Article 52 – Deductions
- Article 53 – Falsely Accused Employee Assistance
- Article 54 – Capital Projects
- Article 55 – Accommodation
- Article 56 – Contracting Out
- Article 57 – Educational Events
- Article 63 – Class Climate
- Article 65 – Legal Assistance and Protection
- Article 66 – Method of Payment
- Article 67 – Retirement Seminars
- Article 68 – Teacher Property – Loss or Damage
- LOU#2 – Substitute Teachers (Rate of Pay)
- Schedule A – Permanent Contract Form
- Schedule B – Probationary Contract Form
- Schedule C – Term Contract Form
- Appendix C – In-Province Teacher Exchange
- Appendix D – NSTU Group Insurance, Total Care, and Extended Benefits (Dental)

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