



BILL NO. 75

Government Bill

*3rd Session, 62nd General Assembly
Nova Scotia
66 Elizabeth II, 2017*

An Act Respecting a Teachers' Professional Agreement and Classroom Improvements

CHAPTER 1
ACTS OF 2017

**AS ASSENTED TO BY THE LIEUTENANT GOVERNOR
FEBRUARY 21, 2017**

The Honourable Karen Casey
Minister of Education and Early Childhood Development

*Halifax, Nova Scotia
Printed by Authority of the Speaker of the House of Assembly*

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An Act Respecting a Teachers' Professional Agreement and Classroom Improvements

WHEREAS the education system of Nova Scotia is of vital importance and students have a right and a responsibility to participate fully in learning opportunities;

AND WHEREAS following negotiations and consultations between the Minister of Education and Early Childhood Development and the Nova Scotia Teachers' Union, tentative agreements were reached on November 12, 2015, September 2, 2016, and January 18, 2017;

AND WHEREAS each agreement was approved by the Union executive and recommended to the members of the Union but rejected by a vote of the members of the Union;

AND WHEREAS following a 48-hour notice of strike as provided under the *Teachers' Collective Bargaining Act*, the Union directed members to partially withdraw services from December 5, 2016 to January 23, 2017 and to resume partially withdrawing services on January 30, 2017;

AND WHEREAS negotiations, conducted in good faith, between the Minister and the Union are at an impasse following the rejection of the most recent tentative agreement;

AND WHEREAS the education of the students in public schools and the right of students to participate fully in learning opportunities is being unduly disrupted by a prolonged labour dispute between the Union and the Minister;

AND WHEREAS in setting the terms for the professional agreement constituted by this Act, the Government of Nova Scotia has taken into account the representations made by the Union in the negotiations and consultations;

AND WHEREAS the Minister and the Union are committed to inclusive education and recognize that the current model of inclusive education needs improvement to provide a quality education experience that satisfies the diverse needs of all students;

AND WHEREAS the Minister and the Union have agreed to appoint a Commission to reform 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 in which teachers feel prepared and supported and children have a sense of belonging and are helped to achieve their full potential;

AND WHEREAS the Minister and the Union agree that the Commission should recommend reforms to current policies related to inclusive education;

AND WHEREAS the Union and the Minister will immediately establish a Council to Improve Classroom Conditions that will identify teachers' concerns and make recommendations on systemic demands on teachers' time that limit their ability to facilitate student learning and success during the term of the Agreement;

THEREFORE be it enacted by the Governor and Assembly as follows:

1 This Act may be cited as the *Teachers' Professional Agreement and Classroom Improvements (2017) Act*.

2 (1) In this Act,

(a) "Commission" means the Commission on Inclusive Education established under Section 4;

(b) "Minister" means the Minister of Education and Early Childhood Development;

(c) "parties" means the Minister and the Nova Scotia Teachers' Union;

(d) "service award" has the same meaning as in the *Public Services Sustainability (2015) Act*.

(2) Words and expressions used but not defined in this Act have the same meaning as in the *Teachers' Collective Bargaining Act*.

3 (1) The Teachers' Provincial Agreement made on May 14, 2013, between the parties, is amended in accordance with Schedule A to this Act.

(2) The Teachers' Provincial Agreement referred to in subsection (1), as amended in accordance with Schedule A to this Act, is deemed to constitute a professional agreement entered into by the Minister as an employer and the Union as the bargaining agent.

4 Within 30 days of the coming into force of this Act, the parties shall establish a Commission on Inclusive Education to examine the current status of inclusive education in public schools in the Province.

5 (1) The membership of the Commission comprises

(a) two experts in the field of inclusive education, one appointed by the Minister and the other appointed by the Union; and

(b) an independent chair jointly appointed by the parties who must be appropriately qualified in the field of inclusive education.

(2) No person who is a member of the Union or who is employed by either party may serve as a member of the Commission.

6 (1) The Minister shall pay the fees and expenses of the chair of the Commission and the member of the Commission appointed by the Minister.

(2) The Union shall pay the fees and expenses of the member of the Commission appointed by the Union.

7 (1) The parties shall each appoint a liaison to the Commission.

(2) The Commission may utilise the liaisons as it considers necessary.

8 (1) Subject to subsection (2), where the Commission requires resources, including staff support, the Commission may make a proposal to the parties and, upon the proposal being jointly approved by the parties, the cost of obtaining the resources shall be shared equally by the parties.

(2) Where the resources referred to in subsection (1) include staff from either party, the party employing the staff is responsible for the costs of the staff.

9 (1) The Commission shall

(a) provide a research-based overview of the current practice and policy of inclusive education with respect to students in the public schools operated by each school board in the Province;

(b) conduct a comprehensive literature review of inclusive education;

(c) identify the challenges educators face in implementing inclusive education;

(d) identify potential areas of improvement in Provincial and school board policies related to inclusive education;

(e) after conducting a provincial, national and international research review, identify and recommend best practices for the implementation of inclusive education;

(f) provide recommendations on how the implementation of inclusive education can be improved, including recommendations respecting

(i) funding,

(ii) resources and resource allocation and accountability,

(iii) professional development,

(iv) alignment of initiatives, and

(v) a mechanism for the regular review of inclusive education;

(g) identify areas that would benefit from further investigation; and

(h) develop a comprehensive strategic plan that includes measurable education goals for implementing inclusive education and specific recommendations for improving teaching and learning conditions in support of the goals.

(2) The Commission shall consult with the parties, persons employed in the Department of Education and Early Childhood Development, school boards and any other relevant persons, including teachers, students and parents and guardians, as the Commission considers necessary.

10 (1) The Commission shall issue an interim report, including recommendations, to the parties on or before June 30, 2017.

(2) The Commission shall issue a final report to the parties within one year after the appointment of the members of the Commission.

(3) Upon receiving a report of the Commission under subsection (1) or (2), the parties shall forthwith submit a copy of the report to the Council to Improve Classroom Conditions established under the professional agreement constituted by this Act.

11 Except for changes recommended in the interim report, until three months following the receipt by the parties of the Commission's final report or until such other time to which the parties may agree,

(a) the Minister may not make changes to the Provincial Special Education Policy and any policies related to inclusive education; and

(b) a school board may not make changes to any school board policy respecting inclusive education.

12 The Class Size Guidelines Policy set out in Schedule B to this Act remains in effect for the schools years 2017-18 and 2018-19.

13 Notwithstanding any right in the *Teachers' Collective Bargaining Act*, Sections 26 and 31 of the *Education Act* apply when schools are in session while teachers are present.

14 No arbitrator or arbitration board established under any Act of the Legislature or in accordance with a collective agreement and no board or tribunal, including the Labour Board established under the *Labour Board Act*, has jurisdiction to

(a) determine the constitutional validity or constitutional applicability of this Act; or

(b) determine whether a right conferred, recognized, affirmed or otherwise guaranteed by the Constitution of Canada has been infringed by this Act.

15 (1) During the period established by regulation, any person who has accrued service respecting a service award may elect, within the period and in the manner prescribed by regulation, to be paid an amount determined in accordance with a formula set out in the regulations.

(2) Where a person referred to in subsection (1) makes an election under subsection (1), the person is to be paid the amount payable under that subsection and, upon being paid, ceases to be eligible to receive any service award with respect to that service.

16 (1) The Governor in Council may make regulations

(a) respecting the period within and the manner by which an election under subsection 15(1) may be made;

(b) establishing a formula by which an amount payable under subsection 15(1) is determined;

(c) defining any word or expression used but not defined in this Act;

(d) further defining any word or expression defined in this Act;

(e) respecting any matter or thing the Governor in Council considers necessary or advisable to effectively carry out the intent and purpose of this Act.

(2) The exercise by the Governor in Council of the authority contained in subsection (1) is a regulation within the meaning of the Regulations Act.

SCHEDULE A

AMENDMENTS TO TEACHERS' PROFESSIONAL AGREEMENT

- 1 **Article 5.01(v) is replaced with the following Article:**
 - (v) planning and controlling the quality of educational programs and services.

- 2 **The title of Article 6 is replaced with the following title:**
ARTICLE 6 DISCRIMINATION, INTIMIDATION, RESPECTFUL WORKPLACE AND LEARNING ENVIRONMENT

- 3 **Article 6.03 is replaced with the following Article:**
 - 6.03 Neither the Employer nor School Board nor any person acting on behalf of the Employer or School Board shall discriminate against any teacher on the basis of the prohibited grounds as set out under the Nova Scotia *Human Rights Act*.

- 4 **Article 8 is replaced with the following Article:**
 - 8.01 The Employer and School Boards shall post an electronic version of this Agreement for teachers in the bargaining unit as soon as possible after the coming into effect of this Agreement.
 - 8.02 The Employer shall, upon request by the Union, provide up to two thousand (2000) copies of this Agreement to the Union.

- 5 **Article 9A.05 is replaced with the following Article:**
 - 9.05 Within sixty (60) days of the coming into effect of this Agreement the Committee shall meet and determine its operating procedures.

- 6 **Article 11.01(xv) is replaced with the following Article:**
 - (xv) report immediately to the principal the existence of any infectious or contagious disease in the school or the existence of any unsanitary condition in the school buildings or surroundings, and perform such duties as are from time to time prescribed by or under the *Health Protection Act*;

- 7 **Article 12 is replaced with the following Article:**
ARTICLE 12 TEACHER'S PERSONNEL EMPLOYMENT FILE
 - 12.01 (i) Each School Board office shall maintain an Official Personnel Employment File of every teacher under its employ. Such file, which shall be designated as the Official Personnel Employment File, shall be kept at the general office of each School Board and shall be available to the teacher for viewing in the general office, upon request to the Director of Human Resources, during the regular business hours of the said offices. The file shall also be available to the teacher's representative upon presentation of a letter of authorization to the Director of Human Resources.
 - (ii) Access to the file shall be restricted to the School Board's senior administrators, the teacher and/or the teacher's representative(s); and such others as may be approved by a motion of the School Board.
 - (iii) Pursuant to (ii), the names and dates of those who have accessed the file, as a result of a School Board motion, shall be recorded in the file.

- (iv) A teacher's medical records shall be stored in a sealed envelope or in a separate secure medical file.
- 12.02 The Employer and the School Board agree not to introduce as evidence in any proceeding involving a teacher, any document from the file of the teacher, the contents of which the teacher was not aware of at the time of filing.
- 12.03 (i) When a teacher evaluation is entered in the teacher's Official Personnel Employment File, the teacher shall acknowledge that the teacher has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall be permitted to attach comments related to the evaluation.
- (ii) Notwithstanding 12.03 (i), in the event a teacher refuses to sign a teacher evaluation, the evaluation will be entered in the teacher's Official Personnel Employment File with a witnessed notation that the teacher has refused to sign the evaluation.
- 12.04 (i) Before any comment, note, or other report is entered in the teacher's Official Personnel Employment File, the teacher shall be given an opportunity to review such document, and shall be given an opportunity to attach comments related to the comment, note or report.
- (ii) Teachers may enter any comment, note or report in their Official Personnel Employment File, whether written by themselves or by a person in a supervisory position.
- 12.05 Upon termination of employment, the teacher's Official Personnel Employment File shall become an inactive file and shall remain the property of the School Board.
- 12.06 Except for a teacher evaluation, any unfavourable report entered in the teacher's Official Personnel Employment File shall be removed from the active file after the material has been on file for four (4) years, provided that no further disciplinary action has been recorded during this time; or may be removed in a lesser period if, in the opinion of the Superintendent, the teacher's performance warrants same.
- 12.07 If a teacher alleges the comments on file are untrue or inaccurate and the request for the removal of such comments is denied by the School Board, the teacher may grieve using the grievance procedure in the Local Agreement.

8 Article 18 is replaced with the following Article:

ARTICLE 18 TEACHING EXPERIENCE

- 18.01 To determine a teacher's experience for salary increments for a school year, the teacher's total service shall be determined as of the first (1st) day of August of the academic school year in which the teacher applied for the recognition of service and submitted all the required documentation.
- 18.02 Should a teacher with partial years service complete the requirements as set forth in 18.03 or 18.04 before January 1 of any school year, the teacher shall be entitled to an automatic revision of increment effective January 1 of that school year.
- 18.03 If a teacher teaches or claims one hundred seventy-five (175) teaching days in the period January 1 to December 31, 1981, or any calendar year thereafter and is not eligible to receive a salary increment in August of the same calendar year, this service shall be deemed to be the equivalent of one hundred ninety-five (195) days for increment purposes and the teacher shall be eligible for an increment revision pursuant to 18.02.
- 18.04 In computing the number of years of a teacher's service, any school year 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, 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 18.05 herein, any teacher in a job-sharing situation, pursuant to Article 33.01(ii)(a) shall be eligible, for increment purposes, to count one hundred seventy-five (175) days taught and claimed in a two (2) consecutive instructional year period.

9 Article 25 is amended by

(a) adding the following immediately after Article 25.05(i):

(ia) one hundred and twenty (120) minutes of the first day for organization purposes of the school year shall be uninterrupted time allocated for professional duties as determined by the teacher.

(b) replacing Article 25.10 with the following Article:

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.

10 Article 26.07(iv) is replaced by the following Article:

(iv) The adjudicator will be chosen by the parties. If agreement is not possible the parties will request the Minister responsible for Labour to appoint an adjudicator.

11 Article 27.04 is replaced by the following Article:

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.

12 Article 28.01 is replaced by the following Article:

28.01 The Director of Human Resources shall grant a teacher unpaid leave, to be taken in blocks of not less than two weeks. Entitlement to the leave shall be consistent with the Compassionate Care provisions of the *Employment Insurance Act* and Regulations.

13 Article 29.02 is replaced by the following Article:

29.02 The leave may be divided as follows:

- (i) one (1) day within one (1) week of the date of birth;
- (ii) the remainder of the leave shall be granted within six (6) weeks of the date of birth.

14 Article 32.02 is replaced by the following Article:

32.02 A Effective on and after August 1, 2015, substitute teachers shall be paid a daily rate of pay based on Schedule D1 of this Agreement as follows:

- (i) Sixty-seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety-five (195).
- (ii) Notwithstanding Article 32.02A(i) a substitute teacher who has been employed for more than eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond eighteen (18) days in that school year.

B Effective on and after August 1, 2016, substitute teachers shall be paid a daily rate of pay based on Schedule D2 of this Agreement as follows:

- (i) Sixty-seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety-five (195).
- (ii) Notwithstanding Article 32.02B (i) a substitute teacher who has been employed for more than eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher

for salary purposes for all days employed beyond eighteen (18) days in that school year.

- C Effective on and after August 1, 2017, substitute teachers shall be paid a daily rate of pay based on Schedule D3 of this Agreement as follows:
- (i) Sixty-seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety-five (195).
 - (ii) Notwithstanding Article 32.02C(i) a substitute teacher who has been employed for more than eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond eighteen (18) days in that school year.
- D Effective on and after August 1, 2018, substitute teachers shall be paid a daily rate of pay based on Schedule D4 of this Agreement as follows:
- (i) Sixty-seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety-five (195).
 - (ii) Notwithstanding Article 32.02D(i) a substitute teacher who has been employed for more than eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond eighteen (18) days in that school year.
- E Effective on July 31, 2019, substitute teachers shall be paid a daily rate of pay based on Schedule D5 of this Agreement as follows:
- (i) Sixty-seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).
 - (ii) Notwithstanding Article 32.02E(i) a substitute teacher who has been employed for more than eighteen (18) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond eighteen (18) days in that school year.

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

15 (1) Article 42.03 is amended by replacing all references to “Minister of Environment and Labour” with “Minister responsible for Labour”.

(2) Article 42.03 is further amended by replacing “the signing date of this agreement” in the first and second lines of subclause 42.03(a)(iii) with “the coming into effect of this Agreement”.

16 Article 43 is replaced by the following Article:

ARTICLE 43 SALARY

43.01 A

- (i) For the period August 1, 2015 to July 31, 2016, salaries for all teachers shall be in accordance with the salary schedules set forth in Schedule D1 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2015, the appropriate salary from Schedule D1 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2015 to July 31, 2016, both dates inclusive.

43.01 B

- (i) For the period August 1, 2016 – July 31, 2017 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D2 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2016, the appropriate salary from Schedule D2 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2016 – July 31, 2017, both dates inclusive.

43.01 C

- (i) For the period August 1, 2017 – July 31, 2018 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D3 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2017, the appropriate salary from Schedule D3 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2017 – July 31, 2018, both dates inclusive.

43.01 D

- (i) For the period August 1, 2018 – July 30, 2019 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D4 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2018, the appropriate salary from Schedule D4 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2018 – July 30, 2019, both dates inclusive.

43.01 E

- (i) Effective on July 31, 2019 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D5 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the salary on July 31, 2019, the appropriate salary from Schedule D5 shall be divided by one hundred ninety-five (195).

43.02 In addition to the salaries referred to in 43.01, supervisory personnel shall be paid for the periods August 1, 2015 – July 31, 2016, August 1, 2016 – July 31, 2017, August 1, 2017 – July 31, 2018, August 1, 2018 – July 30, 2019 and for July 31, 2019, additional salary (supervisory allowance) in accordance with the provision of Schedules E1, E2, E3, E4 and E5 hereto which schedules shall be deemed to be a part of this Agreement. The calculation of the supervisory allowance shall be as in 43.01 A, B, C, D and E (i) and (ii), but using Schedules E1, E2, E3, E4 and E5.

43.03 A teacher who is required by the School Board to perform the duties of a higher paid position on an acting basis, shall, after ten (10) consecutive days, be paid acting pay calculated on the date the teacher commenced to act as if the teacher had been appointed to that higher paid position for the period for which the teacher acts.

43.04 If in the school year, the calculation of the number of days taught and claimed determines that the teacher at the time of the teacher's death had received more salary than was owing according to number of days taught and claimed, all claims to recovery of such overpayment shall be waived.

43.05 The following provisions shall apply to teachers holding and being paid in accordance with a vocational teachers' permit or certificate:

- (i) When a teacher is employed on a vocational teaching permit "A", the employer may place the teacher on any position on the scale relating to VTP "A". The

teacher shall continue to receive the yearly increment until such time as the maximum position on the scale is reached.

- (ii) When a teacher who holds a VTP "A" receives a change in certification, the teacher shall be paid the applicable salary in accordance with Schedules D1, D2, D3, D4 and D5 provided that the annual rate of salary is not less than the annual rate of salary to which the teacher was entitled had no change in certification occurred.
- 43.06 The salary for a teacher holding a Bridging Teacher's Certificate shall be one salary level lower than the salary level applicable to the class of certificate that shall be granted to the teacher upon completion of the pre-service content and professional requirements for an Initial Teacher's Certificate, identified by the Employer pursuant to the Governor in Council Education Act Regulations at the time the Employer grants the Bridging Teacher's Certificate to the teacher.
- 43.07 (i) For purposes of determining the additional salary paid to supervisory personnel in accordance with the schedules set forth in Schedules E1, E2, E3, E4 and E5 hereto, each regularly employed teacher shall be counted as provided in (ii).
- (ii) Regularly employed teacher shall mean, for purposes of Schedules E1, E2, E3, E4 and E5
 - Full time teachers
 - Term contract teachers prorated to full time equivalency but shall not include teachers who are on leave for the full school year.
 - (iii) The number of teachers to be included for purposes of Schedules E1, E2, E3, E4 and E5 hereto shall be determined on the last teaching day of September of each year.

17 Article 49 is replaced with the following Article:

ARTICLE 49 DISTRIBUTED LEARNING

- 49.01 It is recognized that in order to fully prepare students for the future, all students need to have access to distributed learning opportunities throughout their public education experience.
- 49.02 Distributed learning is a method of instruction that relies primarily on communication between students and teachers through the internet or other electronic-based delivery, teleconferencing, video conferencing or e-correspondence. It allows teachers, students, and content to be located in different, non-centralized locations so that instruction and learning can occur independent of time and place.
- 49.03 All distributed learning courses provided by a School Board shall be taught by certified teachers under contract with a School Board in a form approved under this Agreement.
- 49.04 The participation of a teacher in a distributed learning course shall be part of the teacher's regular assignment and shall not infringe upon the teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.
- 49.05 The School Board shall provide that each school participating in a distributed learning course will ensure that a student supervision plan is in place. This plan shall include the name of the teacher or teachers responsible for ensuring that the students in the distributed learning class are supervised while at school.
- 49.06 Each receiving site shall designate a teacher to coordinate distributed learning within the school. The role of the coordinating teacher shall be, as required:
- (i) to make resources available, when needed, and designate a place where resources are to be stored;
 - (ii) to monitor student progress with the understanding that the distributed learning teacher is responsible for student evaluation;
 - (iii) to coordinate the availability of tutorial help for students when requested;
 - (iv) to ensure that student assignments and evaluations are sent to the delivery site and distributed when returned, where appropriate;

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

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

- 49.07 Where the same course is offered within the school and fits a student's timetable, students shall require approval from the Director of Programs, or designate from the Board office, before taking the distributed learning course.
- 49.08 The maximum number of students permitted in a distributed learning course shall be twenty-five (25).
- 49.09 Teachers participating in distributed learning programs shall be provided with access to ongoing professional development in distributed learning. Consideration shall be given to providing professional development activities as part of in-service days pursuant to Article 25 of this Agreement. Necessary costs for School Board approved professional development activities shall be paid by the School Board and may be claimed subject to Article 60 Professional Development Fund of this Agreement.
- 49.10 (i) The structure of the school day for a teacher assigned to teach distributed learning, whether synchronous or asynchronous, may be different but equivalent to the length of school day for teachers assigned to teach non-distributed learning courses.
- (ii) Any changes to the structure of the school day pursuant to (i) which impacts an individual teacher teaching distributed learning shall not occur without the agreement of the teacher. Should the Employer determine that the structure of the school day is to be different from what was assigned, should the distributed learning teacher decline the change, the Employer may still proceed with the change, in which case local provisions would apply to that teacher.
- 49.11 (i) Teachers in schools which transmit distributed learning courses shall have the option to request a distributed learning assignment.
- (ii) A notice of assignment involving distributed learning shall be subject to assignment provisions in the Local Agreement.
- 49.12 A standing Distributed Learning Committee consisting of two (2) representatives from the Department of Education and Early Childhood Development, two (2) representatives from School Boards and four (4) representatives from the Union shall be established to address issues surrounding the ongoing development of distributed learning. The Committee 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 a written report to the parties bound by this Agreement.

Without limiting the scope of the Committee, the following are expected topics:

- The application of reasonably equivalent hours of work
- Appropriate time and resources for those teaching distributed learning courses
- Professional development
- Technological change

18 (1) Article 58.02 is amended by replacing "signing of this Collective Agreement" in the third and last lines with "coming into effect of this Agreement".

(2) Article 58.05 is amended by replacing "signing of this agreement" in the last line with "coming into effect of this Agreement".

19 (1) Article 59.01 is amended by replacing "signing of this Agreement" in the second and last lines with "coming into effect of this Agreement".

(2) The following Article is added immediately after Article 59.04:

59.05 A teacher who is required by the Principal to fill in when a substitute is not hired pursuant to Article 32.23 (Substitute Teachers) of this Agreement shall have the lost marking and preparation time rescheduled within ten (10) school days.

20 Article 60 is amended by**(a) replacing Article 60.01 with the following Article:**

60.01 (i) Commencing with the 2015/2016 fiscal year the Minister shall allocate annually to each School Board funds for a Professional Development Fund (the Fund) as follows:

- (a) Annapolis Valley Regional School Board - \$751,854
- (b) Cape Breton-Victoria Regional School Board - \$877,122
- (c) Chignecto-Central Regional School Board - \$1,063,163
- (d) Conseil scolaire acadien provincial - \$225,526
- (e) Halifax Regional School Board - \$2,004,841
- (f) South Shore Regional School Board - \$482,468
- (g) Strait Regional School Board - \$504,194
- (h) Tri-County Regional School Board - \$457,375

(ii) Effective the 2016/2017 fiscal year funds in 60.01(i) will change according to the change in the Consumer Price Index [CPI Nova Scotia all items (2002 = 100)] for December 2015 over December 2014 and each year thereafter accordingly.

(iii) (a) Notwithstanding 60.01(ii), effective the 2017/2018 fiscal year up to one-half of any increase in the Consumer Price Index [CPI Nova Scotia all items (2002-100)] for the total fund for December 2016 over December 2015 and each year thereafter accordingly shall be allocated to the Conseil scolaire acadien provincial until the Conseil scolaire acadien provincial allocation is \$400,000.00.

(b) Notwithstanding 60.01(ii), effective the 2017/2018 fiscal year, fiscal year funds in 60.01(i) will change according to the change in the Consumer Price Index [CPI Nova Scotia all times (2002 = 100)] for December 2016 over December 2015 and each year thereafter accordingly less the portion in 60.01(iii)(a) until the Conseil scolaire acadien provincial allocation is \$400,000.00.

(b) adding the following after Article 60.11:

60.11A 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.

(c) adding the following after Article 60.23:

60.23A 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.

and

(d) adding the following after Article 60.29:

60.29A 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.

21 Article 61 is amended by**(a) adding the following after Article 61.02:**

61.02A Notwithstanding Article 61.02, the years of service used to calculate the amount of the Service Award/Death Benefit under that article shall be years of service up to July 31, 2015. However, for greater certainty, the salary used to calculate the Service Award/Death Benefit shall be the annual rate of salary applicable to the teacher according to the teaching certificate and experience, including any administrative allowance, on the last day of employment.

(b) replacing Article 61.05 with the following Article:

61.05 The service award/death benefit shall be calculated at a rate of one percent (1.00%) for each year of service to a maximum of thirty (30) years of service up to July 31, 2015, multiplied by the annual rate of salary applicable to the teacher according to the teaching certificate and experience, including any administrative allowance, on the last day of employment.

and

(c) replacing “signing of the collective agreement” in the fourth and last lines of Article 61.08 with “the coming into effect of this Agreement”.**22 The following Articles are added immediately after Article 68:****ARTICLE 68A ASSESSMENT**

68A.01 When a classroom teacher is required to perform Provincial or Board mandated student assessments that require extended one-on-one student-teacher time, including, but not limited to, Oral Reading Assessments and Observation Surveys, supervision of the remaining students shall be provided by a substitute teacher unless the hiring of a substitute teacher is not operationally required. The obligation to hire a substitute shall be deemed to have been met in the event a substitute is not available after the Employer has made every reasonable effort to hire a substitute.

ARTICLE 68B WORKING CONDITIONS

68B.01 The parties under this Agreement recognize the importance of the systems, policies and structure of the school system to create a workplace and learning environment that supports teachers to carry out their duties pursuant to the Teachers’ Provincial Agreement. The parties acknowledge the right of the Minister and School Boards, subject to any Professional Agreements with the NSTU, to establish systems, policies and structures in their respective jurisdiction of Nova Scotia’s public education system.

68B.02 A teacher(s) who considers a system, policy or structure as causing a significant barrier(s) to carrying out the teacher’s duties may report the facts of the situation in writing to their immediate supervisor who shall investigate, take appropriate action, and report the response in writing within fifteen (15) days to the teacher(s).

68B.03 If the immediate supervisor is unable to resolve the concerns of the teacher(s), the teacher(s) and/or the immediate supervisor may report, in writing, the facts of the situation to a Working Conditions Review Team. The Working Conditions Review Team shall comprise a representative designated by the Superintendent, and a representative designated by the Union.

68B.04 The Working Conditions Review Team shall meet with the teacher(s) and the immediate supervisor within ten (10) days to review the teacher’s written concerns. The teacher(s) may be accompanied by a representative of the Union.

68B.05 The Working Conditions Review Team shall examine all options available within the Board and make recommendations within fifteen (15) days of the meeting with the teacher(s) and the immediate supervisor or such longer period as may be agreed by the Union and the School Board representative. The recommendation(s) of the Working Conditions Review Team shall be reported to a designate of senior staff of the Board as determined by the Superintendent, with a copy to the teacher(s) and the immediate supervisor.

68B.06 The senior staff designate of the Board will review and assess the recommendation(s) of the Review Team and will report back within ten (10) days to the Review Team to identify which recommendations will be implemented, if any, and will provide status updates

when accepted recommendations have been implemented. The senior staff member's decision as to whether or not to implement the recommendation(s) is non-grievable.

68B.07 In the event that the senior staff designate is unable to agree with the recommendations of the Working Conditions Review Team and the teacher(s) remains dissatisfied, the teacher(s) may refer the matter to the Union. Where the Union considers the matter to be systemic in nature, the Union may refer the matter to the co-chairs of Council to improve Classroom Conditions for consideration of placement on the agenda of the Council.

ARTICLE 68C COUNCIL TO IMPROVE CLASSROOM CONDITIONS

68C.01 The parties to this Agreement shall, within fourteen (14) days of the coming into effect of this Agreement, establish a Council to Improve Classroom Conditions ("Council") consisting of

- (a) a Co-Chair appointed by the Department of Education and Early Childhood Development;
- (b) a Co-Chair appointed by the Nova Scotia Teachers' Union;
- (c) three (3) other members appointed by the Department of Education and Early Childhood Development; and
- (d) nine (9) other members appointed in accordance with Article 68C.02.

68C.02 (1) The Department of Education and Early Childhood Development shall, upon the coming into effect of this agreement, invite teachers from all School Boards to submit expressions of interest to be appointed as members of the Council.

- (2) The superintendents of the School Boards shall collectively consider any expressions of interest made under Article 68C.02(1) and appoint to the Council
 - (a) three (3) elementary school teachers;
 - (b) three (3) junior high school teachers; and
 - (c) three (3) senior high school teachers.

(3) In making appointments under this Article, the superintendents shall consider cultural and regional representation.

(4) Appointments made pursuant to this Article have a term of up to two (2) years.

68C.03 The Co-Chairs shall jointly report to the parties the agreed recommendations of the Council.

68C.04 The purpose and mandate of the Council is to identify the concerns of teachers and to study and make recommendations to the Department and/or School Boards for implementation on systemic demands on teachers' time that may limit teachers' ability to facilitate student learning and success.

68C.05 (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 Council unless the Co-Chairs mutually agree otherwise.

(iii) The initial facilitator shall be appointed as soon as possible following the establishment of the Council.

(iv) Annual appointment of the facilitator shall occur by August 15th of each year.

(v) Costs of the facilitator shall be borne by the Department of Education and Early Childhood Development.

68C.06 (i) The Council shall meet, at a minimum, monthly during the school year unless the parties determine otherwise.

(ii) The co-chairs shall set the meeting dates for each school year by August 15th of the school year.

(iii) The co-chairs shall set the agenda for each meeting at least two (2) weeks prior to the meeting.

(iv) In the first year of implementation, the Council shall meet within 14 days of the establishment of the Council.

- 68C.07 Studies on any identified issues shall be completed within six (6) months of the issue first being discussed by the Council or such other time period as the Council may deem appropriate. Studies will be conducted by the Council directly or by a working group struck through the Council. Recommendations will be made on the basis of consensus. In the event that the Council cannot reach consensus, recommendations may be made with the agreement of both Co-Chairs.
- 68C.07A In the event that the Co-Chairs cannot agree on a recommendation in accordance with Article 68C.07, the Council may, by majority vote, request that the facilitator determine whether any dispute or barrier should 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.
- (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, within two weeks of the establishment of the Council and thereafter annually, agree on a list of three arbitrators.
 - (iv) The arbitrator shall be mutually agreed on by the Co-Chairs from the list of 3 arbitrators identified in (iii), or if the Co-Chairs cannot agree, the arbitrator shall be chosen by draw from the list of 3 arbitrators.
 - (v) The arbitrator shall not have the authority to create, change, alter or modify policy. Creation of policy is within the exclusive jurisdiction of the Minister or School Boards as appropriate. Notwithstanding the foregoing, in any dispute concerning the interpretation, application, and administration of existing policy, the arbitrator has the jurisdiction to interpret and apply the policy to the systemic conditions that gave rise to the issues.
 - (vi) Matters referred to arbitration shall be heard on an expedited basis, with a hearing or submissions within 30 days of the referral. The arbitrator shall have full authority over the process.
 - (vii) The arbitrator has no authority with respect to expenditure of monies unless
 - a. the specific expenditure proposal was presented to the Council pursuant to Article 68C.08 or 68C.09;
 - b. the proposal does not cause the Council to exceed any annual budget that may be established by the Minister for the Council; and
 - c. the specific expenditure proposal does not exceed \$500,000 in a school year.
 - (viii) The arbitrator shall render a decision within 30 days of receipt of submissions, or such other period as the parties mutually agree.
 - (ix) Costs of the arbitrator shall be shared by the parties to this Agreement.
- 68C.08 While not limiting the general mandate of the Council, the Employer and the Union have agreed on a number of priority issues they wish the Council to consider. The following areas shall comprise the Council's initial focus:
- (a) Data collection and reporting
 - (b) Assessment and evaluation
 - (c) The feasibility of moving one or two of the Article 25.05 (ii) pupil evaluation, classification and administrative days to a period(s) in the school year immediately prior to the preparation of report cards
 - (d) Student attendance policy(s)
 - (e) Technology and work processes, including Powerschool and TIENET
 - (f) Scope of practice for teachers
 - (g) Planning for student success

- (h) Complex classrooms
- (i) Class sizes, all levels
- (j) Student discipline policy(s).

68C.09 The Council shall develop a process to identify any additional priority areas which may be added, provided they are systemic in nature, for consideration by the Council. Examples may include identified trends and systemic issues from the Class Climate Review Teams and/or the Working Conditions Review Teams.

- 68C.10 (1) The Council shall consider as an immediate priority at its first meeting items 68C.08(a) to (e).
- (2) The Council shall make recommendations respecting the areas referred to in 68C.10(1) by April 28, 2017.

23 Article 69.01 is replaced with following Article:

69.01 This Agreement shall be in full force and effect for a term beginning August 1, 2015 and ending on July 31, 2019 or until a new agreement is reached in accordance with the *Teachers' Collective Bargaining Act*.

24 Letter of Understanding No. 4, respecting the Implementation Date, is amended by

- (a) replacing “November 10, 2011” with “May 14, 2013”;
- (b) replacing “August 1, 2012” with “August 1, 2015”; and
- (c) replacing “date of signing of this Agreement” with “date this Agreement comes into effect”.

25 Letter of Understanding No. 5, respecting the Joint Committee (re: Teacher Evaluation), is deleted.

26 Letter of Understanding No. 7, respecting Marking and Preparation, is deleted.

27 Schedules D1 to D4 and E1 to E3 are replaced with the following Schedules:

Schedule D1
August 1, 2015 - July 31, 2016

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

Schedule D2
August 1, 2016 - July 31, 2017

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

Schedule D3
August 1, 2017 – July 31, 2018

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

Schedule D4
August 1, 2018 - July 30, 2019

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

Schedule D5
July 31, 2019

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

SCHEDULE E1
August 1, 2015 – July 31, 2016

TEACHERS

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

Director No less than 70% of the base rate or \$773 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.

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

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

TEACHERS

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

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

Department Head or System Consultant \$563 for each full-time teacher in the department including department head maximum \$5,640. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.

SCHEDULE E2
August 1, 2016 – July 31, 2017

TEACHERS

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

Director No less than 70% of the base rate or \$773 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.

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

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

TEACHERS

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

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

Department Head or System Consultant \$563 for each full-time teacher in the department including department head maximum \$5,640. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.

SCHEDULE E3
August 1, 2017 – July 31, 2018

TEACHERS

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

Director No less than 70% of the base rate or \$781 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.

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

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

TEACHERS

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

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

Department Head or 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.

SCHEDULE E4
 August 1, 2018 – July 30, 2019

TEACHERS

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

Director No less than 70% of the base rate or \$793 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.

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

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

TEACHERS

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

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

Department Head or System Consultant \$578 for each full-time teacher in the department including department head maximum \$5,781. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.

SCHEDULE E5
July 31, 2019

TEACHERS

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

Director	No less than 70% of the base rate or \$797 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.
Sub-System Supervisor	No less than 75% of the base rate based upon the number of teachers in area of responsibility.
Co-ordinator	Same salary as a principal of a school with a minimum of 18 teachers and a maximum of 30 teachers, depending on the number under the Co-ordinator's jurisdiction.

TEACHERS

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

Vice-Principal(s)	50% of the rate for the Principal of the School based upon the number of teachers in geographic area of responsibility.
Department Head or System Consultant	\$581 for each full-time teacher in the department including department head maximum \$5,810. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.

28 Article 40.05b of APPENDIX E, SUPERVISORY AND ADMINISTRATIVE TIME, is amended by replacing “signing of this Agreement” with “coming into effect of this Agreement”.

SCHEDULE B
CLASS SIZE GUIDELINES POLICY

The Department of Education and Early Childhood Development agrees to maintain the existing class size guidelines for the 2017-18 and 2018-19 school years only.

The class size guidelines are:

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:
 - 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.

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.

The Employer agrees that class caps apply to all classes, at the applicable level, in all School Boards.

Flexibility as per points 1. and 2. above is defined as not more than two (2) additional students per class.
