

## MEMORANDUM OF UNDERSTANDING

Between

**The Minister of Education and Early Childhood Development of the Province of Nova Scotia  
(hereinafter referred to as the “Department”)**

And the

**Public School Administrators Association of Nova Scotia  
(hereinafter referred to as the “Association”)**

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### **Preamble**

Educational research has established that effective education administration is second only to classroom teaching in positively impacting outcomes for students. Administrators are essential partners with the Department in establishing and maintaining the conditions that raise the bar and close the gaps for students in Nova Scotia.

In accordance with the *Public School Administrators Employment Relations Act (the “Act”)* the Association was established to promote the common interests of Administrators (as defined under the Act), encourage student and teaching excellence within the public school system, and to represent the interests of Administrators in respect of the Terms and Conditions of Employment. It is in the interest of Department, Association and the public school system at large that the Association is an effective, strong, independent, collaborative support for the recruitment, retention, and development of strong education leadership in Nova Scotia to ensure that continuous improvement in student achievement and well-being is a shared outcome for the system.

To that end, this Memorandum of Understanding (MOU) sets forth the Terms and Conditions of Employment for Administrators to facilitate and collaboratively enhance ongoing educational leadership, professional practice and excellence. Subject to the Act, this MOU applies to the Association, Administrators, the Department and the Education Entity Employers as applicable.

June 29, 2022

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## Interpretation

### A. Definitions

“Act” means the *Public School Administrators Employment Relations Act*. “Administrator” has the same definition as that set out in the *Public School Administrators Employment Relations Act*.

“Association” has the same definition as that set out in the *Public School Administrators Employment Relations Act*.

“Employer” means, except where the circumstances dictate another interpretation, in respect of a Regional Executive Director of Education, the Department and Early Childhood Development of the Province of Nova Scotia reporting to the Deputy Minister and, in respect of any other Administrator employed by an education entity, as defined in the *Education Act*, the education entity.

“Minister” means the Minister of Education and Early Childhood Development of the Province of Nova Scotia.

“Professional agreement” has the same meaning as set out in the *Public School Administrators Employment Relations Act*.

“Regional Centre for Education/School Board” has the same definition as an “education entity” as that set out in the *Education Act*.

“Regional Executive Director of Education” has the same definition as that set out in the *Education Act*.

“Regulations” means the Public School Administrators Employment Relations Regulations made under Section 14 of the *Public School Administrators Employment Relations Act*.

“School Board” means the *Conseil scolaire acadien provincial* as established by the *Education (CSAP) Act*.

“Superintendent” means the superintendent of the *Conseil scolaire acadien provincial*, as defined in the *Education (CSAP) Act*.

### B. Act and Regulations

- 1) Where a provision in these terms and conditions state that an Administrator must seek the approval of or consult with the Regional Executive Director/Superintendent, in circumstances where the Administrator is the Regional Executive Director/Superintendent, the provision must be interpreted to require the Administrator to seek the approval of or consult with, in the case of Regional Executive Director, the Deputy Minister of Education and Early Childhood Development or, in the case of the Superintendent, the School Board.

- 2) Nothing herein is intended to limit any provision of the Act or Regulations under the Act applicable to the parties or in respect of the parties' respective rights and obligations prescribed therein.

## Section 1: Provincial Terms and Conditions

### 1. Employee Appointments

- 1) Subject to subsection 1(2) below, an Education Entity may appoint a person as an Administrator on a term or permanent basis.
- 2) Notwithstanding applicable regional staffing provisions, an Education Entity may appoint an Administrator on a permanent basis where:
  - a) The Administrator has completed their probationary period pursuant to Section 2 (Probationary Period); and
  - b) the appointment is as a result of a job competition that was advertised and available for application to all Administrators within the Education Entity; or
  - c) the Administrator was in a term appointment as a result of a job competition that was advertised and available for application to all Administrators within the Education Entity and the term position became permanent.
- 3) The forgoing does not inhibit an Education Entity from changing an Administrator's assignment in accordance with regional provisions contained herein.
- 4) In accordance with the *Education Act*, the Minister may appoint a Regional Executive Director on a permanent basis.
- 5) In accordance with the *Education (CSAP) Act*, the School Board may appoint a Superintendent on a permanent basis.

### 2. Probationary Period

- 1) A permanent appointment in accordance with subsections 1(2), or 1(3) above may be subject to a probationary period of up to a maximum of twelve (12) months.
- 2) Before an Administrator's probationary period expires, the Education Entity may extend the Administrator's probationary period for up to a maximum of six (6) months.

- 3) Where an Administrator has successfully completed a probationary period, the Administrator's status will change from probationary to permanent.

### **3. Acting Appointments**

- 1) An Education Entity may appoint an individual to assume the duties of a position in a classification with a higher pay rate on a temporary basis. Such appointments will be governed by the following principles:
  - a) If it is known at the outset that an assignment will last longer than ten (10) consecutive working days, the assignment will be filled on an Acting basis. An individual appointed on an Acting basis will be considered an Administrator in the meaning of the *Act* and will assume all duties of the position for the duration of the assignment and will receive Acting pay retroactive to the first day the individual commenced the assignment.
  - b) Assignments that are anticipated to last ten (10) or less consecutive working days will be filled on an In-Charge basis. An individual appointed on an In-Charge basis will maintain existing NSTU or Association affiliation and assume most duties of the position, excluding formal teacher performance evaluations. While working on an In-Charge basis, the incumbent is not eligible to receive Acting pay.
  - c) If an assignment that was anticipated to last less than ten (10) consecutive working days is extended beyond ten (10) consecutive working days, the In-Charge assignment will be converted to an Acting Assignment as soon as it becomes known that the assignment will be extended. In such circumstances, Acting Pay will be calculated retroactive to the first day the individual commenced the assignment.

### **4. Respectful Workplace and Learning Environment**

- 1) No Employer nor any person acting on behalf of an Employer shall discriminate against any Administrator on the basis of the prohibited grounds as set out under the Nova Scotia *Human Rights Act*.

### **5. Employment File**

- a) Each Employer shall maintain an Official Employment File for every Administrator under its employ. Such file shall be kept at the head office of each Employer and shall be available for review at the request of an Administrator to the Director of Human Resources or designate during the regular business hours of that office.
- b) Medical information shall be stored in a sealed envelope in the Official Employment File or in a separate secure medical file.

- c) An Administrator's Criminal Record Check and related annual declarations shall be stored in a sealed envelope or in a separate secure file which will be available only to the Regional Executive Director/Superintendent and the Director of Human Resources or designate within the Human Resources Department.
- d) An Administrator's Criminal Records Checks and related annual declarations will be used solely for the purpose of determining the suitability of that Administrator for the initial and ongoing employment with the Education Entity.
- e) Upon termination of employment, the Official Employment File shall become an inactive file and shall remain the property of the Employer.
- f) Except for an evaluation or Criminal Record Check or related annual declaration, any unfavorable report entered in the Official 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 Regional Executive Director of Education/Superintendent, or in the case of a Regional Executive Director, the Deputy Minister, performance warrants same.
- g) When an evaluation is entered in the Official Employment File, the Administrator shall acknowledge that the Administrator has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the Administrator's signature does not necessarily indicate agreement with the contents. The Administrator shall be permitted to attach comments related to the evaluation.
- h) In the event the Administrator refuses to sign their evaluation; the evaluation will be entered in the Official Employment File with a witnessed notation that the Administrator refused to sign the evaluation.
- i) Before any comment, note, or other report is entered in the Official Employment File, the Administrator 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. Administrators may enter in the Official Employment File any comment, note or report, whether written by themselves or by a person in a supervisory position.

## **6. Experience**

- 1) To determine an Administrator's experience for salary increments for a school year, the Administrator's total service shall be determined as of the first (1st) day of August of the academic school year in which the Administrator applied for the recognition of service and submitted all the required documentation.

- 2) Should an Administrator with partial years' service complete the requirements as set forth herein before January 1 of any school year, the Administrator shall be entitled to an automatic revision of increment effective January 1 of that school year.
- 3) If an Administrator works or claims one hundred seventy-five (175) 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 Administrator shall be eligible for an increment revision pursuant to paragraph (2) above.
- 4) In computing the number of years of an Administrator's service, any school year in which the Administrator was engaged for one hundred seventy-five (175) days or more, including days deemed claimable days, shall count as one (1) school year.
- 5) If an Administrator is or has been engaged as an Administrator 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 Administrator was so engaged in such years, divided by the prescribed number of days in the school year in which the service was rendered.

## **7. Recognition of Service**

- 1) Any approved paid leave of absence, including approved loss of salary leaves associated with the following shall be considered service for the purpose of determining salary increments:
  - a) With the consent of the Regional Executive Director of Education/Superintendent, the Administrator is in attendance at and engaged in active participation in a national sports competition in Canada, a British Commonwealth sports competition or an international sports competition, provided the Administrator was selected by a duly constituted and recognized provincial or national sports-governing body to represent the Province of Nova Scotia in the sports competition as a member of an official delegation.
  - b) With the consent of the Regional Executive Director of Education/Superintendent, the Administrator is in attendance at and engaged in active participation in a national or international arts/cultural event, provided the Administrator is chosen by a duly constituted and recognized arts or cultural organization.
  - c) With the consent of the Regional Executive Director of Education/Superintendent, the Administrator is in attendance in training or other events related to leadership, education,

or other themes related to their position as Administrator leadership related to education.

## **8. Discipline**

- 1) Nova Scotia's public education system values effective leadership and management and is committed to support Administrators in their roles. The system believes that Administrators are professionals who are entitled to processes and practices regarding employment to be fair, transparent and honest. To that end, the Employer is committed to ensuring procedural fairness in all employment related decisions including those related to performance and behavioural concerns.
- 2) Within this context, the following are the principles of procedural fairness that will be followed in these circumstances:
  - a) Administrators will be treated with fairness and respect throughout the entirety of the process.
  - b) Strict confidentiality will be maintained by all parties throughout the entirety of the process.
  - c) In situations requiring investigation, the Employer will provide Administrators, to the extent possible, with the reasons for an investigation ~~and~~ not later than seven (7) calendar days from the commencement of an impending investigation. When providing this information, the focus will be on ensuring Administrators are provided with sufficient detail to facilitate an appropriate degree of understanding regarding the situation while maintaining the appropriate degree of confidentiality without compromising the integrity of the investigation.
  - d) Investigations will be carried out as quickly and efficiently as possible, subject to operational and procedural demands.
  - e) Administrators will be provided with an opportunity to respond to allegations and provide additional information during an investigation prior to the determination of a final decision by the Employer.
  - f) Administrators will be provided with the outcome of an investigation, including any disciplinary action that may be taken by way of written explanation. Said explanation to be provided to the Administrator as soon as possible and at least within ten (10) working days or such other time as mutually agreed by the parties or the Employer completing or receiving the final investigation report.

- g) Education Entities will employ principles of progressive discipline in assessing an appropriate response.
  - h) Administrators may engage the Association throughout the process, and, at the request of the Administrator, an Association representative may attend any related meetings. If an Administrator is receiving Association representation, the Education Entity will share information related to the process with the Association representative, as authorized in writing by the Administrator.
  - i) An Employer shall not institute any discipline without having just cause for doing so.
  - j) An Employer may suspend, for just cause, with or without loss of salary but without loss of other benefits, an Administrator at any time for a reasonable period and must, within a reasonable period, and no later than seven (7) calendar days from commencement of the suspension, provide a written report to the Administrator stating the effective dates of, and the reasons for the suspension.
  - k) An Employer may, at any time, for just cause, by notice in writing, discharge any Administrator and upon so doing must report to the administrator and the Deputy Minister the reasons for the discharge and the effective date of the discharge.
- 3) Upon termination of employment, an Administrator is not entitled to any payment in lieu of accumulated sick leave days or unused leave days effective the date of termination. The Administrator's rights to pension and other benefit plans and services will be in accordance with section 17 of the Act.

## **9. Resignation**

- 1) Except as provided in subsection (2), to terminate their employment, an Administrator must provide their resignation notice to their Regional Executive Director of Education/ Superintendent, or designate on or before April 1st to take effect at the end of the school year.
- 2) An Administrator may submit a letter of resignation for a date of termination other than the end of the school year where circumstances warrant. Only in circumstances beyond the control of the Administrator shall a resignation occur prior to the end of a school year. In such case, the Administrator will endeavour to provide a minimum of three (3) months' notice or as much notice as reasonably practicable.
- 3) Upon the effective date of resignation an Administrator is not entitled to any payment in lieu of accumulated sick leave days or unused leave days. The Administrator's rights to pension and other benefit plans and services will be in accordance with section 17 of the Act.



## **10. School Year**

- 1) The Administrator shall devote such time as may reasonably be required to meet their responsibilities in a manner and to a standard acceptable to the Employer. The Administrator will promote the positive image of public education and their Employer and shall not engage in any activities which interfere with or detract from their duties, responsibilities or performance as an Administrator.
- 2) The academic school year begins on the first (1<sup>st</sup>) day of August in each year and ends on the thirty-first (31<sup>st</sup>) day of the following July. The school year for students consists of one hundred ninety-five (195) school days.
- 3) It is expected that most school-based Administrators will be able to complete the majority of their work during the school year for students. However, due to the nature of Administrator's work, it is recognized that flexibility is required for when Administrators work outside the school year for students. Work performed outside the school year for students will be based on operational requirements and professional judgement. Every reasonable effort will be made to minimize new or additional work requirements outside the school year for students.
- 4) It is expected that most non school-based Administrators will be able to complete the majority of their work during 195 work days which may include days scheduled in July and August. Due to the nature of Administrator work, operational requirements and professional judgement require flexibility for when Administrators work. Every reasonable effort will be made to minimize new or additional work requirements outside of the scheduled 195 work days.
- 5) In recognition of the work performed by Administrators, they shall be granted seven (7) days off per year at times mutually agreeable to the Administrator and the Administrator's immediate supervisor. In scheduling these days off, the Administrator will discuss with their immediate supervisor the need for backfill. Except in exceptional circumstances and with the approval of the Regional Executive Director of Education/Superintendent, such leave entitlement must be used during the school year in which it is earned. This subsection is effective August 1, 2021.
- 6) Where there are circumstances warranting significant work requirements outside of the school year for students for school-based positions or outside of 195 work days for non school-based positions, the Administrator and their immediate supervisor shall discuss, prior to the work commencing, the amount of time required and the supports necessary to be put in place to complete the work. This may include a work plan for a set period of time and / or time off in lieu during the school year for students. In the event that a reasonable plan is not put in place to minimize the significant work requirements placed on the Administrator outside of the school year for students for school-based positions or outside the 195 work days for non

school-based positions, the Administrator may refer the matter to their Regional Executive Director of Education / Superintendent or designate for resolution.

- 7) Subsections 10(4), 10(5) and 10(6) above do not apply to Administrators who are on personal services contracts.

#### **11. Leave for Injury on Duty**

- 1) When injured in the performance of the Administrator's duties, which duties have been approved by the Employer or otherwise required by an enactment, the Administrator, on application to the Employer, shall be placed on leave with full salary until the Administrator is medically certified able to continue working.
- 2) An Administrator will notify their immediate supervisor immediately following an incident resulting in any injury incurred in the performance of the Administrator's duties. An incident shall be reported no later than fourteen (14) calendar days following the incident, unless an Administrator is incapacitated due to the injury.
- 3) In the case of an injury that occurs over a period of time the date of the incident for reporting purposes shall be deemed to be the earlier of:
  - a) The date the Administrator has lost time from work as a result of the injury; or
  - b) The date the Administrator sought medical attention for symptoms related to the injury and a link is documented between the symptoms and an incident(s) in the workplace.
- 4) Such leave shall not exceed two (2) years from the date of the injury. If the Administrator is still unable to resume their duties the Administrator shall be entitled to use their sick leave.
- 5) The salary paid as per para (1) above, shall be reduced, during the two (2) year period as per para (4) by the amounts paid to the Administrator under any settlements under a disability or liability insurance plan or policy to which the Employer contributes premiums.
- 6) An Administrator who engages in other remunerative employment while on leave with pay pursuant to para (1), without the written approval of the Employer, will be disqualified from salary benefits under this Article.
- 7) The Employer may, at the Employer's expense, require the Administrator to be examined by an independent medical practitioner, who may request a functional capacity evaluation by a qualified health provider or, at the medical practitioner's discretion, utilize another appropriate evaluation tool to assess the Administrator's fitness to return to work.

Correspondence or communication relating to the request shall be copied to the Administrator at the time of the request.

- 8) Notwithstanding para (4), should an injured Administrator return to work within two (2) years as provided for in para (4), the unused portion of the leave shall be credited to the Administrator to be used by the Administrator in case of any disability resulting from the original injury. Such use shall be subject to medical evidence satisfactory to the Employer.
- 9) Where a physician prescribes, as a result of an injury under para (1), any health care service, product or device, and where such services are shown to be medically appropriate for the injury claimed, reimbursement may be authorized for the costs of such health care service, product or device beyond that provided for with Total Care for a period not to exceed three (3) years from the date of injury.
- 10) The Employer will provide reimbursement under (9) for a service authorized by a committee composed of a member of the Association, and the Director, Education Labour Relations of the Department of Education and Early Childhood Development, or their designate.
- 11) Upon receipt of compensation or benefits from any source (other than a disability or insurance policy toward which the Administrator alone contributes premiums or CPP Disability Pension) in relation to the injury giving rise to the leave under this Article, the Administrator shall immediately pay to the Employer the amount of such compensation or benefits, up to the amount received by the Administrator under those clauses or paid by the Employer to any other party.
- 12) **Pregnancy Leave, Parental Leave, and Adoption Leave/SEB Plan**
  - 1) An Administrator who is pregnant is entitled to pregnancy leave without pay to a maximum of 17 weeks.
  - 2) An Administrator must submit a notice of pregnancy and written request for pregnancy leave of absence in writing to the Director of Human Resources no later than the beginning of the fifth (5<sup>th</sup>) month of pregnancy.
  - 3) An Employer shall, upon the request of an Administrator made through the Director of Human Resources, or designate, grant the Administrator, at any time from a day eleven (11) weeks before the specified date of delivery to the day of actual delivery, a leave of absence:
    - a) of seventeen (17) consecutive weeks; or
    - b) to a date six (6) weeks after the day of actual delivery; or
    - c) for any shorter period, at the option of the Administrator, except that an Administrator shall not work, for at least six (6) weeks after the date of delivery, unless in the written

opinion of a legally qualified medical practitioner, chosen by the Administrator, a shorter period is sufficient.

- 4) Where an Administrator reports for work upon the expiration of the period referred to in para (2) they shall resume work with no loss of benefits accrued to the commencement of the pregnancy leave.
- 5) An Administrator shall produce, when requested by the Director of Human Resources a certificate from a legally qualified medical practitioner or licensed midwife stating that the employee is pregnant and specifying the expected date of delivery.
- 6) In the event that the child is hospitalized beyond the expected hospitalization period after birth, the unused part of the leave of absence period, including pregnancy or parental leave or allowance, which was to have occurred after the expected end of the hospitalization period may, for a time up to a maximum of six (6) months after the birth, be deferred until the child is released from the hospital.

#### **Pregnancy Allowance**

- 7) Administrators on pregnancy leave shall be entitled to the following allowance:
  - a) seventy-five percent (75%) of their weekly salary during the EI waiting period;
  - b) where the Administrator has served the waiting period in (1), the Administrator's weekly EI benefit will be topped up to ninety-three percent (93%) of the Administrator's weekly rate of pay for one (1) additional week;
  - c) for up to 5 additional consecutive weeks a payment in the amount equal to the difference between the Administrator's weekly EI benefit and ninety-three percent (93%) of the Administrator's weekly pay rate;
  - d) for an Administrator requesting pregnancy and parental leave, a parental allowance pursuant to para (18(b) up to a maximum of ten (10) weeks;
  - e) weeks in clause a), b), c) and (d) above are to be consecutive unless deferred as per para (9).
- 8) The Administrator's weekly salary on pregnancy and parental leave shall be determined by, and consistent with, the principles of the EI Regulations as they apply to Administrators.

9)

- a) Notwithstanding para (7), if an Administrator engaged on a probationary or permanent basis requests parental leave at the time of request for pregnancy leave, and if the Administrator is in receipt of a pregnancy or parental allowance during the summer, then the pregnancy and parental allowance beginning with the first non-teaching day in the summer shall be deferred to commence on the first day of the teaching period in the school year.
- b) For greater certainty, an Administrator cannot receive more than seventeen (17) weeks leave of absence for pregnancy and more than sixty-one (61) weeks parental leave for a maximum of seventy-eight (78) weeks.
- c) In the event that an Administrator is on pregnancy leave on any days in July and the pregnancy and parental allowance is deferred, the Employer shall nonetheless calculate whether the Administrator is owed any amount of pay for days taught and claimed during the school year, and if so, the Administrator shall be paid the amount owed as part of the regular July payroll(s).
- d) In the event that an Administrator is on pregnancy leave on days in August and the pregnancy and parental allowance is deferred, the Administrator will receive no bi-weekly pay from the Employer for the deferred days in that month. Upon return to work, the Administrator shall return to regular pay and shall receive a lump sum payment for the advance not received in August.
- e) In the event that an Administrator requests a pregnancy and parental leave pursuant to para (3) and (13) and due to exceptional circumstances wishes to return to work after the expiration of the pregnancy leave, the Employer shall allow the Administrator to return to work if notice is received at least six weeks prior to the expiration of pregnancy leave.

10)

- a) Administrators not requesting parental leave must take their pregnancy leave in consecutive weeks.
- b) Where the pregnancy leave under para (3(a)) is scheduled to include July, a reconciliation of monies owed but not paid shall be made at the end of June. The Employer shall calculate the monies owed but not paid by taking the difference of the amount of regular salary the Administrator received up to the beginning of the pregnancy leave and the number of days worked multiplied by the daily rate. The Employer shall also determine the amount of allowance the Administrator would be entitled to in accordance with para (5) for the month of July. Payment for July shall be made as follows:

- i. If the amount of money owed but not paid exceeds the amount of the para (7) allowance for July, then the Administrator shall receive in July only that money owed but not paid.
- ii. If the amount of money owed but not paid is equal to or less than the amount of the para (7) allowance for July, then the Administrator shall receive in July only the para (7) allowance.

### **Parental / Adoption Leave**

- 11) An Administrator who is either a natural or adoptive parent shall be granted, on request, up to sixty-one (61) weeks of parental leave. If both parents are Administrators, the maximum leave granted shall be sixty-nine (69) weeks and each parent's leave shall be one continuous period of time.
- 12) Notwithstanding para (11), a leave, or portion thereof, of up to one (1) day with pay may be used by an adopting Administrator at times when the Administrator is required to be present at a meeting as a condition of adoption. This benefit shall apply to both Administrators where the adopting parents are both Administrators.
- 13)
  - a) The request for parental leave from a natural parent shall be submitted in writing to the Director of Human Resources, or designate, at least six (6) weeks prior to the commencement of such leave unless the Administrator requests the leave pursuant to clause para (18d)) in which case the request must be made at the same time as the request for leave of absence for pregnancy. The six (6) week period shall be waived or reduced in exceptional circumstances.
  - b) The request for parental leave from an adoptive parent shall be submitted in writing to the Director of Human Resources upon receipt of notice of the date of adoption with a copy of the notice. The parental leave shall commence either when the child comes into the full care of the Administrator or upon six (6) weeks' notice to the Employer, whichever comes first.
- 14)
  - a) A parental leave for natural parents may be taken at any time during the first year after the child arrives home.
  - b) A parental leave for adoptive parents may be taken at any time during the first year after the date of adoption.
- 15) All insurance benefits shall remain in effect while the Administrator is on parental leave.

- 16) When the parental leave expires, the Administrator shall return to an assignment(s) that the Administrator would have received but for the leave.
- 17) In the event that an Administrator requests a parental leave pursuant to para (12) and due to exceptional circumstances wishes to return to work before the expected completion of the leave, the Employer shall make reasonable attempts to allow the Administrator to return to work on the Employer's receipt of one (1) month's notice.

### **Parental Allowance**

- 18) An Administrator who is either a natural or adoptive parent shall be granted parental leave pursuant to para (11) and shall be entitled to the following benefits:
- a) Seventy-five percent (75%) of the Administrator's weekly salary during the EI waiting period;
  - b) Up to a maximum of ten (10) additional weeks:
    - i. Where the Administrator is in receipt of Standard EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the Administrator is eligible to receive and ninety-three percent (93%) of the Administrator's weekly salary;
    - ii. Where the Administrator is in receipt of Extended EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the Administrator would have been eligible to receive and ninety-three percent (93%) of the Administrator's weekly rate of pay;
  - c) Notwithstanding (b), where the Administrator has served the waiting period in (I), the Administrator shall be entitled to an additional week of allowance pursuant to (II).
  - d) Weeks in a), b) and c) above are to be consecutive and commence at the start of the leave.
  - e) Notwithstanding (d) a permanent or probationary status Administrator shall be entitled to defer the parental allowance during the summer in the same manner as an Administrator requesting parental leave at the same time as pregnancy leave in para (8).
  - f) If the permanent or probationary status Administrator does not request to defer the allowance, para (9) shall apply.
- 19) An Administrator adopting a child for which the Administrator is not eligible to receive an EI benefit is entitled to a leave of absence with pay for up to five (5) days beginning the day in which the adoptive child comes into full care of the Administrator and such additional days without pay as the Administrator requests for parental leave.

- 20) The Administrator's weekly salary during the parental leave shall be determined by, and consistent with, the principles of the EI Regulations as they apply to Administrators.
- 21) Notwithstanding para (10), in the event the parents of the child are each Administrators the provision of para (19) shall apply only to one (1) Administrator and, in the event that the other parent of the child is a teacher and the teacher claims the entitlement to the leave of absence with pay equivalent to the leave in para (19), the Administrator is not eligible to claim the entitlement under para (19).
- 22) For purposes of this article:
  - a) "weekly EI benefit" means the EI benefits the Administrator is eligible to receive prior to any reductions made by EI as a result of "Working While on Claim".
  - b) "standard EI parental benefits" means the EI benefits an Administrator who elects to receive EI parental benefits for up to thirty-five (35) weeks is eligible to receive.
  - c) "extended EI parental benefits" means the EI benefits an Administrator who elects to receive EI parental benefits for up to sixty-one (61) weeks is eligible to receive.

### **13. Compassionate Care Leave**

- 1) An Administrator is entitled to compassionate care consistent with the Compassionate Care provisions of the *Employment Insurance Act* and Regulations. The Director of Human Resources shall grant an entitled Administrator unpaid leave, to be taken in blocks of not less than two weeks.
- 2) All insurance benefits shall remain in effect while the Administrator is on compassionate care leave.
- 3) An Administrator shall give two (2) working days' notice to the Director of Human Resources, or designate, prior to returning to work.
- 4) If the Administrator's family member dies during the Compassionate Care Leave, the Administrator will be entitled to Special Leave/Bereavement Leave, as applicable.

### **14. Leave for Birth of Child**

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



2) The leave may be divided as follows:

a) One (1) day within one (1) week of the date of the birth;

b) The remainder of the leave granted at another time agreeable to the immediate supervisor.

## **15. School Closures and Other Absences**

1) Subject to subsection (2), where an Administrator's assigned school or other regular place of work is closed to students and/or other employees on a regular work day, an Administrator may be required to report to work:

a) At their assigned school or other regular work location; or

b) Remotely from their home or other location agreeable to the Administrator's immediate supervisor.

2) Where an Administrator's assigned school or other regular place of work is closed due to inclement weather on a regular work day, an Administrator shall not be required to report to school or other physical work location but may be required to report to work remotely from their home or other reasonable location.

3) With respect to remote work, it is recognized and agreed that the Employer will provide the Administrator with the equipment required to work remotely.

4) No Administrator shall suffer a loss in salary if the Administrator is not required to report for work in person or remotely when their school or other work location is closed because of:

a) Inclement weather;

b) An order by the Minister of Education and Early Childhood Development or the Minister's representatives;

c) An order by the Regional Centre for Education /School Board in relation to a school or work location under its jurisdiction;

d) An order by another proper authority.

5) An Administrator shall not suffer a loss of salary if:

a) the Administrator makes every reasonable effort, but is unable to get to the work location because of inclement weather;

- b) the Administrator has been given permission from their supervisor to work from home or other reasonable location.
- 6) No Administrator shall suffer a loss in salary when absent, with the approval of the Employer:
- a) because the Administrator is attending institutes or meetings called at the direction of the Minister;
  - b) for not more than two (2) days while attending a professional conference or institute or meeting not called at the direction of the Minister, provided any such professional conference or institute or meeting has the approval of the Regional Executive Director of Education/Superintendent and provided reasonable notice is given by the Administrator;
  - c) because the Administrator is attending provincial or federal government appointed committees or commissions;
  - d) when an Administrator is acting in an official capacity or as a representative of the Association provided reasonable notice is given by the Administrator and where operational requirements permit, such permission shall not be unreasonably withheld;
  - e) because the Administrator is writing examinations or defending a thesis for the purpose of improving the Administrator's professional status;
  - f) because the Administrator is engaged, with the approval of the Employer, in part-time employment by the province in a professional capacity;
  - g) because the Administrator is attending their own post-secondary, convocation exercise/graduation or that of the Administrator's spouse and/or children to a maximum of one (1) day per event;
  - h) because the Administrator is a witness before a quasi-judicial body;
  - i) because the Administrator is conducting in-service programs.
- 7) An Administrator who is required by subpoena or summons to attend as a witness in any Court or other legal proceeding, which is a direct result of the performance of their duties, shall be entitled to a leave of absence without loss of pay for the time required to testify as well as time reasonably required to meet with legal counsel to prepare for testifying. This shall be limited to matters to which the Administrator is a third party and shall not include disputes involving the Association where the Administrator has not been subpoenaed or summoned at the request of the Employer.
- 8) No Administrator shall suffer a loss of salary when absent:
- a) because the Administrator has been placed in quarantine by a medical officer or other person authorized by law, or other situations where the Administrator is advised by a

medical practitioner, or medical officer, to leave their teaching and/or Administrator duties and the leave is not provided under any sick leave or other leave provisions, and further provided that the Employer may require the Administrator to be examined by a medical or health practitioner agreeable to both the Administrator and the Employer. For clarity, as this provision contemplates situations which are unforeseeable or otherwise beyond the Administrator's control, an Administrator who voluntarily places themselves in circumstances, where they know or ought reasonably to have known, which will require them to self-isolate is not placed in quarantine in accordance with this section;

- b) on a day of a civic, town, municipal, provincial, or federal election on which day time for voting is required by an Administrator whose name is on the voters' list of a polling district other than the one in which the Administrator works and who cannot reasonably vote after school hours;
  - c) because the Administrator is on jury duty or a witness before a judicial body;
  - d) because the Administrator is attending to official duties as a member of the Board of Governors, Senate or Academic Council of an approved university or college in Nova Scotia.
- 9) No Administrator shall suffer a loss of benefits when absent because they are attending to official duties as a member of the House of Assembly, a member of the School Board, or the council of a municipality, city or town.

#### **16. Deferred Salary Leave Plan**

- 1) A Deferred Salary Leave Plan as agreed by the Employer and the Association, shall be implemented for Administrators employed on a permanent basis.
- 2) The Deferred Salary Leave Plan will afford Administrators the opportunity of taking a one (1) year or a six (6) month pre-paid leave of absence that is financed through deferral of their salary in circumstances where the Employer has determined it is operationally feasible to permit.
- 3) An Administrator who has been approved to participate in a Deferred Salary Leave Plan must enter into a written agreement with the Regional Centre for Education setting out the terms of the Administrator's participation in the plan.

#### **17. Administrator Movement**

- 1) Movement Between Administrative and Classroom Teaching Positions
  - a) An Administrator may elect to return to a classroom teaching position on a temporary or permanent basis in accordance with the Act.

- b) In the event that an Administrator is not successful in obtaining a different classroom teaching position upon electing such a reassignment, the Administrator shall be entitled to retain their original position or, if that position is no longer available, a comparable Administrator position with no reduction in salary.
- c) Except as otherwise agreed, the rights and obligations of an Employer and Administrator in the event of reassignment to a classroom teaching position, whether at the direction of the Employer or election or request of the Administrator, or in the event an Administrator is declared surplus, shall be in accordance with the settlement agreement between the Employer, the Association and the Nova Scotia Teachers' Union dated April 30, 2020, attached at Schedule A.

2) Movement Between Administrative Positions

- a) Administrator movement to a different Administrator position is subject to section 1 "Employee Appointments."
- b) Upon request of the Administrator and with the approval of the Employer, an Administrator may, in exceptional circumstances, move to a different administrative position, on a temporary basis, subject to the following:
  - i. The term of the reassignment will be for a period of up to two (2) years.
  - ii. This period may be extended up to two (2) additional years on mutual agreement.
  - iii. At the conclusion of any temporary reassignment, the Administrator shall return to their original position unless mutually agreed otherwise.
  - iv. The position of any other Administrator(s) who fills the vacancy(ies) resulting from the temporary assignment shall have their position(s) likewise protected.
  - v. In the event that the original position(s) no longer exists, the incumbent(s) shall return to an assignment that they would have received but for the temporary reassignment.
- 3) When an Administrator initiates a request to the Employer for approval to move to another supervisory position, whether on a temporary or permanent basis, and the Employer grants the request, the Administrator shall receive, where required by the Regulations, as amended from time to time, not less than the salary they would have received had they not moved to the new position for a period of one (1) year. After the initial one (1) year period, the Administrator shall receive the salary applicable to the new position.
- 4) In the event that an Administrator is not successful in obtaining a different Administrator position upon requesting such a reassignment the Administrator shall be entitled to retain their original position or, if that position is no longer available, a comparable Administrator position with no reduction in salary.

## 18. Supervisory Time

- 1) For the purposes of this section, “school” means “one or more buildings, or part of a building designated by a Regional Centre for Education /School Board as a school.” The number of buildings comprising a school shall be limited by the ability to effectively implement the duties of Administrator, taking into account geography, student and teacher numbers, and local considerations.
- 2) There shall be a principal appointed in each school.
- 3) Principals shall be provided a minimum of supervisory time free from teaching in accordance with the *Education Act* and with the following:
  - a) in schools with more than two (2) Full Time Equivalent (FTE) teachers but fewer than four (4) Full Time Equivalent (FTE) teachers, the principal shall receive 50% supervisory time;
  - b) in schools with four (4) or more Full Time Equivalent (FTE) teachers but fewer than seven (7) Full Time Equivalent (FTE) teachers, the principal shall receive 60% supervisory time;
  - c) in schools with seven (7) or more Full Time Equivalent (FTE) teachers but ten (10) or fewer Full Time Equivalent (FTE) teachers, the principal shall receive 80% supervisory time;
  - d) in schools with more than ten (10) Full Time Equivalent (FTE) teachers, the principal shall be relieved of all teaching duties.
- 4) A Regional Centre for Education /School Board, at a minimum shall appoint a vice-principal(s) with a minimum of 50% supervisory time in each school in accordance with the following:
  - a) in schools with more than fifteen (15) Full Time Equivalent (FTE) teachers one (1) vice-principal.
  - b) in schools with more than forty-four (44) Full Time Equivalent (FTE) teachers two (2) vice-principals.
  - c) in schools with more than seventy-four (74) Full Time Equivalent (FTE) teachers three (3) vice-principal.

## 19. Liability Insurance

- 1) Each Regional Centre for Education /School Board shall obtain a general Personal Liability Policy which shall provide specified protection for each Administrator while acting as an agent of the Regional Centre for Education/School Board and within the scope of their responsibilities.

- 2) The Personal Liability Policy paid by each Regional Centre for Education /School Board shall have a face value of five million dollars (\$5,000,000.00).
- 3) Coverage under such Personal Liability Policy shall be in accordance with its terms and conditions and the Policy shall be first payer in relation to any policy carried by or on behalf of an Administrator.
- 4) No Administrator shall voluntarily transport students to or from educational events in his/her own vehicle without prior written approval of a Regional Centre for Education /School Board or its representative.
- 5) To obtain approval to transport students each Administrator shall complete and file with a Regional Centre for Education /School Board Form J pursuant to the Regulations under the *Motor Carrier Act* and have the appropriate driver's license and insurance coverage for Public Liability and Property Damage in an amount as set by the Nova Scotia Utility and Review Board provided such amount is not less than one million dollars (\$1,000,000.00).
- 6) Each Regional Centre for Education /School Board shall obtain insurance coverage to the amount of ten million dollars (\$10,000,000.00) with respect to Administrator using their personal vehicles to transport students.
- 7) Each Regional Centre for Education /School Board's insurance coverage for Public Liability and Property Damage pursuant to para (6) above shall be second payer in respect to the Public Liability and Property Damage policy carried by the Administrator.

## **20. Service Award/Death Benefit**

- 1) This provision applies to Administrators who have accrued service toward a service award/death benefit and who have not elected to receive payment in lieu of a service award under the *Teacher's Professional Agreement and Classroom Improvements Act*. Those Administrators may be eligible for a service award/death benefit in accordance with that Act and the provisions of the professional agreement applicable to the Administrator at the time the eligible service was accrued.
- 2) The service award shall be paid in one (1) lump sum, or by two (2) equal installments, as directed by the Administrator, and to the extent permitted by law.
- 3) The Employer shall put in place procedures whereby all or part of the service award may be advanced, prior to the Administrator's retirement, to the Nova Scotia Teachers Pension Plan fund, for the purpose of purchasing past service.

- 4) In the event the Administrator dies while in the employ of the Employer and has not completed a written Designation of Beneficiary a death benefit shall be paid to the estate of the Administrator.

## **21. Travel**

- 1) The Employer shall reimburse an Administrator for kilometres travelled in the performance of their duties based on submitted claims and paid in accordance with the relevant Provincial kilometrage rate. For clarity, distance between home and regular place of work are not subject to travel reimbursement.

## **22. Indemnity**

- 1) The Employer agrees to indemnify and save harmless the Administrator from any civil action or proceeding brought against the Administrator which arises, wholly or partly, from the lawful performance of their duties, or which, acting in good faith, they reasonably believed to be lawful, on such conditions established herein, including legal costs actually and reasonably incurred in defence of the action or proceeding.
- 2) The Administrator agrees to immediately notify the Employer in writing of such action or proceedings and any incident or event that could reasonably be expected to lead to legal proceedings.
- 3) As between the Administrator and the Employer, the Employer shall have the sole discretion to retain legal counsel of its choice to defend the Administrator, to direct the defence of the action or proceeding, and to settle or compromise any claim.
- 4) In the event that legal counsel retained by the Employer recommends separate legal representation for the Administrator, the Employer shall pay reasonable legal costs actually and reasonably incurred by the Administrator in respect of the action or proceeding.

This indemnity does not apply:

- a) in respect of any criminal proceeding brought against the Administrator, unless the Employer agrees to pay some or all the legal costs and expenses or
  - b) respect of any action between the Employer and the Administrator in respect of their employment; or
  - c) to any costs or expenses associated with any appeal by the Administrator except with the prior approval of the Employer.
- 1) This indemnity survives the ending of Administrator's employment with the Employer.

### **23. Legal Assistance and Protection**

- 1) Where an Administrator, as a result of acting lawfully in the performance of their duties, is prosecuted or sued by any party other than Her Majesty, the Employer shall undertake to defend the Administrator, provided that the Administrator shall co-operate fully with the defence provided, and further provided that if the Administrator retains their own legal counsel, the Employer shall be relieved of all obligations under this provision.

### **24. Falsely Accused Employee Assistance**

- 1) The Employer recognizes the possibility of an Administrator being falsely accused of inappropriate behaviour regarding students, parents, teachers and other employees in relation to the Employer's policies or complaints under the *Children and Family Services Act* or the *Criminal Code of Canada*. When it has been reasonably determined that a false accusation has occurred, the matter shall be referred to the Regional Executive Director of Education/Superintendent or designate who shall assist the Administrator with respect to successful re-integration to the workplace including the exploration of alternative placement within the system.
- 2) When an Administrator has been falsely accused and regardless of whether the Administrator was suspended and/or reprimanded, or not, the Employer shall assist the Administrator in returning to their area of responsibility or an alternate placement which is mutually agreed by the Administrator and the Regional Centre for Education/School Board.
- 3) In respect of an employee that is subject to a false accusation, the Employer may:
  - a) provide for a leave of absence with pay;
  - b) give priority reassignment/transfer rights to a position for which the Administrator is qualified, if the Administrator so requests;
  - c) pursue other mutually agreed upon alternatives for assignment;
  - d) assist in providing for counselling and/or medical assistance for the Administrator and his/her family;
  - e) provide, upon request of the Administrator, available factual information to staff, parents and students.

### **25. Deductions**

- 1) In addition to the deductions required by law, upon receipt of written authorization from an Administrator, the Employer shall deduct from the salary of such Administrator the following items:
  - a) Group Insurance Premiums;



- b) payments due to the Teachers' Plus Credit Union;
- 2) The Employer shall indicate all deductions from the salary of each Administrator by itemizing them on the regular payment stub.

## **26. Method of Payment**

- 1) The Employer shall pay, by direct deposit to the Administrator's personal account at the financial institution of their choice on each alternate Thursday, to each Administrator in its employ, an amount equal to the Administrator's annual salary pursuant to salary provisions contained herein divided by the number of bi-weekly pay periods between August 1 and July 31, less authorized deductions. The Administrator shall receive the direct deposit statement itemizing the deductions. The first pay date in the school year shall be the first Thursday in August that corresponds with the existing pay cycle.
- 2) The Employer will provide an Employee Self-Service System where administrators will be able to view online and print their electronic pay advice on or after the date on which the deposit is made.
- 3) Notwithstanding the above, new Administrators hired at the beginning of a school year shall receive their salary payments for the month of August on the first pay in September.
- 4) The final pay of the school year shall be equal to the difference between the applicable annual salary and the actual salary received by regular payments less authorized deductions.
- 5) Overpayment of salary or under deduction of benefits made as a result of an error of two thousand six hundred dollars (\$2,600.00) or less may be recovered by the Employer from an Administrator by withholding one of the following: the amount of such overpayment from the pay due the Administrator up to a maximum of fifty dollars (\$50.00) per pay, or recovery over such lesser period as the Administrator may be under contract with the Employer or to which the Employer and the Administrator may agree in writing.
- 6) If the amount of overpayment or under deduction exceeds two thousand six hundred dollars (\$2,600.00), then the amount may be recovered from an Administrator by the Employer by withholding the amount of such overpayment in equal deductions over a twenty-four (24) month period or such lesser period as the Administrator may be under contract with the Employer, or to which the Employer and the Administrator may agree in writing.
- 7) The Employer will not attempt to recover any overpayment of salary from an Administrator unless notice of overpayment has been given by the Employer to the Administrator not later than February 28<sup>th</sup> following the end of the school year in which the overpayment occurred.

- 8) The Employer shall, at least two pay periods prior to commencing any deduction from an Administrator for salary overpayment, give notice to the Administrator of the pending deduction.
- 9) Notwithstanding para (4) and (5) herein, the Administrator shall only be responsible to repay the new amount of overpayment calculated according to Federal regulations.
- 10) If it is determined that an Administrator had received more salary at the time of their death than was owing according to the statement of days taught and claimed and by the fault of the Employer, the Employer agrees to waive all claims to recover such overpayment.
- 11) In the event of the death of an Administrator, any payment owing to the Administrator shall be paid to the Administrator's account or if the Administrator's account is no longer active to the Administrator's estate.
- 12) In the event that an Administrator will owe an Employer salary after the expiration of the Administrator's parental leave, the Administrator may:
  - a) arrange with the Employer to pay the amount owing prior to the end of the parental leave through a readjustment of money paid to the Administrator for the pregnancy leave benefit and/or salary; or
  - b) to pay the amount pursuant to para (4) to (8) herein.
- 13) Any adjustments in salary due to a change in an Administrator's certification shall be paid twenty-one (21) days from the date the Employer receives a copy of the notice of change in certification from the Department of Education and Early Childhood Development or the Administrator.
- 14) Deductions for unpaid leaves of absence or suspension will be deducted within the next two (2) possible pay periods immediately following receipt by the Employer of notification of such absences.

**27. Administrator Property – Loss or Damage**

- 1) Upon submission of a written claim to the Employer, an Administrator shall be compensated for loss from theft, loss or damage to personal property used for instructional purposes within the school and/or extracurricular activities sponsored by the Regional Centre for Education /School Board in which the Administrator is employed, subject to the following conditions: The Administrator took appropriate steps to protect the property from loss or damage;
- 2) The Administrator had written authorization of their supervisor prior to the use of such property;

- 3) The Administrator carries a homeowner insurance policy on the Administrator's personal property and the property being claimed is not covered by the policy.
- 4) The claim is made within three (3) working days of the effective knowledge of the theft or damage.
- 5) Claims of less than fifty dollars (\$50.00) will not be considered. A compensation for the claim shall be limited to:
  - a) the replacement cost of the property being claimed;
  - b) a maximum payment by the Employer on any claim of one thousand two hundred dollars (\$1,200.00) or, if the article is covered under the Administrator's insurance policy, a compensation claim shall be limited to the deductible portion of the Administrator's insurance policy;
- 6) The Employer shall reimburse Administrators for eyeglasses that are damaged in the course of an Administrator's duties, provided the Administrator can demonstrate that the damage was not due the Administrator's fault or unreasonable action. The Administrator shall be reimbursed to a limit of four hundred dollars (\$400.00) for a claim and the Administrator must first access their employee medical insurance policy on eyeglasses if available.

## **28. Retirement Seminars**

- 1) Administrators within five (5) years of retirement shall, upon request, be given two (2) days Leave of Absence, without loss of salary or benefits, for actual attendance at a Retirement Seminar approved by a Regional Centre/School Board.
- 2) Administrators shall be permitted to attend only one such seminar and scheduling shall be coordinated with the Employer. Preference in attendance shall be given to those Administrators closest to retirement.

## **29. Benefit Plan or Service**

- 1) In accordance with s 15 of the *Teaching Profession Act* and s 17 of the *Public School Administrators Employment Relations Act*, Administrators shall participate, on the same terms as a unionized teacher, in any benefit plan or service established, sponsored or administered or otherwise provided by the Nova Scotia Teachers Union for the benefit of unionized teachers.

### **30. Pension Plan**

- 1) In accordance with s. 3(1) of the *Teachers Pension Plan Regulations* and s.50 of the *Public School Administrators Employment Relations Act*, Administrators shall participate in the Pension Plan as defined in the *Teachers' Pension Act*.

### **31. Collaborative Professionalism Table**

It is recognized that Administrators are essential partners in supporting student achievement and well-being while also promoting excellence within Nova Scotia's public education system. Collaboration is vital for organizational and student success.

To facilitate discussions of professional issues, the parties to this Memorandum of Understanding shall establish a "Collaborative Professionalism Table" consisting of representatives of the Department, the Association and the Education Entities.

The purpose and mandate of the Collaborative Professionalism Table is to facilitate communication between the parties in the following areas:

- a) exchange information and provide advance notice on initiatives affecting educational leadership;
- b) identify and discuss professional issues affecting educational leadership and identify possible initiatives, actions, and studies that enhance and maintain professional practice. Items to be discussed may include but not be limited to:
  - i. Diversity and Inclusion
  - ii. Recruitment and Retention
  - iii. Leadership Development
  - iv. Respectful Workplace

The Collaborative Professionalism Table shall meet on a quarterly basis. Within sixty (60) days of the coming into effect of this Memorandum of Understanding, the parties shall meet and determine the makeup of the Collaborative Professionalism Table and its operating procedures.

### **32. Leave for the Chair of the Association**

- 1) Any Administrator who declares an intention to be appointed Chair of the Association Board shall notify their immediate supervisor of this intention as soon as practicable.
- 2) An Administrator who is appointed as Chair of the Association Board shall be given a leave of absence by their employing Education Entity for the term, or successive terms, that the Administrator serves as Chair of the Association Board, up to a maximum leave of four (4) consecutive years.

- 3) All benefits of the Administrator shall continue in effect while the Administrator serves as Chair of the Association Board and, for all such purposes, including continuity and accrual of pensionable service, the Administrator shall be deemed to be in the employ of the same Education Entity.
- 4) Notwithstanding subsection (3) above, the gross salary and mandatory deductions of the Chair position shall be determined by the Association and paid to the Chair by the employing Education Entity. The Education Entity shall be reimbursed by the Association upon receipt of the monthly invoices from the Education Entity.
- 5) If an Administrator ceases to serve as Chair of the Association Board within two (2) years, they may be reinstated to the position held with their employing Education Entity immediately prior to being appointed Chair or to a mutually agreeable position. If the Administrator remains Chair of the Association Board for longer than two (2) years, they will be reinstated to a position of comparable compensation and commuting distance from their original position, as determined by the entity.

### **33. Representation on Department Committees**

- 1) Recognizing that much of the work of the Department will have real and potential impacts on Administrators and recognizing the value of the voice of Administrators on any initiatives, the Association shall be granted representation, and the right to name a representative(s) on applicable standing and/or advisory committees of the Department.
- 2) The Department will make best efforts to provide the Association with sufficient and reasonable time to select its representative(s) before the first meeting of the Committee is held.

### **34. Administrator Information**

- 1) Each Education Entity will provide, in electronic form, the Association with regular information updates with respect to Administrators employed no later than September 30<sup>th</sup> and February 28<sup>th</sup> of each year, where the education entity is not providing this information on an ongoing basis.

### **35. Leadership Development**

- 1) The parties recognize the importance of a coordinated leadership development system with a focus on quality and strategic professional development opportunities directly aligned with

maximizing organizational performance and promoting and improving an Administrator's professional practice.

- 2) It is acknowledged that Administrators have the right to access professional development funds through Article 60 of the Teachers' Provincial Agreement and have all the rights and privileges afforded to teachers under Article 60 of the Teachers' Provincial Agreement, including for attendance at the Annual PSAANS Conference, so long as the Association remains affiliated with the Nova Scotia Teachers' Union.
- 3) In the event the Association and the Nova Scotia Teachers' Union terminate their affiliation, the Province and the Association will meet to discuss options, opportunities and the framework for leadership development for Administrators.

### **36. Management Committee**

- 1) The parties recognize the importance of ongoing discussions on matters of concern to Administrators. To that end, it is encouraged that discussions on matters of concern to Administrators occur on an ongoing basis. Therefore, a Management Committee comprised of the Executive Director of PSAANS and the Director, Education Sector Labour Relations will meet on a monthly basis, unless mutually agreed otherwise.
- 2) Where a dispute with respect to the interpretation of this Memorandum of Understanding cannot be resolved by the Management Committee the parties may jointly refer the dispute to a mediator pursuant to section 12 of the Act, as amended from time to time. Alternatively, Mediation Services of the Department of Labour and Advanced Education may be utilized.

### **37. Letter of Understanding re Regional Terms**

- 1) The parties agree it is their intention to have common terms and conditions of employment for Administrators employed by education entities to the extent possible.
- 2) To that end, the parties will establish a joint committee to engage in a review of the regional terms and conditions of employment. The mandate of this Committee will be to develop recommendations to the Deputy Minister, or designate, and the education entities to consolidate the existing terms and conditions to move them to the provincial terms and conditions section of this Memorandum of Understanding.
- 3) Within sixty (60) days of the coming into effect of this Memorandum of Understanding, the parties shall meet and determine the makeup of the joint committee and its operating procedures.

### **38. Term**

The Term of this Memorandum of Understanding commences on June 29, 2022 and, unless otherwise agreed by the parties in writing, expires on June 29, 2027. The parties may, by mutual agreement in writing, commence negotiations on any of the terms of this Memorandum of Understanding on a date prior to its expiry.

In the event the Parties do not conclude a new or extended Memorandum of Understanding prior to term expiring on June 29, 2027, this Memorandum of Understanding shall be automatically renewed until such time as a new or extended Memorandum of Understanding takes effect.

Signed this 29<sup>th</sup> day of June, 2022 at the Halifax Regional Municipality, Province of Nova Scotia.

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Becky Druhan  
Minister of Education and Early Childhood Development

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Tim Simony  
Chair, Public School Administrators Association of Nova Scotia

## Section 2: Regional Terms and Conditions

*Each Regional Centre for Education /School Board will have an Administrative advisory/consultative committee to discuss matters pertaining to Administrators.*

### Annapolis Valley Regional Centre for Education

#### 1. Sick Leave

- 1.1. Subject to the provisions of this Article, every Administrator employed by the Regional Centre for Education, except Administrators on Full Year Study Leave or unpaid sick leave, shall be entitled, effective August 1<sup>st</sup> of each school year, to twenty (20) days sick leave for each school year, which days shall be referred to as current sick leave during the year they were granted.
- 1.2. Notwithstanding Clause 1.1, when an Administrator who has been on unpaid leave resumes their duties, they shall be entitled to the sick leave days pursuant to Clause 1.1 except that such days shall be calculated according to the percentage that the number of claimable days of the Administrator is to the number of days remaining in the school year.
- 1.3. In addition to current sick leave, every Administrator may accumulate one hundred percent (100%) of their unused sick leave pursuant to Clause 1.1 to a maximum of one hundred and ninety-five (195) days.
- 1.4. Accumulated sick leave shall not begin to be used until the current year's regular sick leave pursuant to Clause 1.1 has been expended.
- 1.5. It shall be the responsibility of the Regional Centre of Education to maintain a record of days credited to each Administrator and days used by each Administrator.
- 1.6. The Regional Centre of Education shall inform, in writing, each Administrator in its employ, on the bi-weekly pay advice, of the number of sick leave days accumulated.
- 1.7. It is recognized that sick leave is claimable for necessary medical and dental treatment of an Administrator. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.
- 1.8. An Administrator may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) working days, consecutive or not. Where the Regional Centre of Education has reasonable concerns that there may be misuse of sick leave. the Coordinator of Human Resources may request a medical certificate be completed and such certificate shall be sent to the Coordinator of Human Resources. Administrators shall use



the "Request for Medical Information Form" as prescribed by the Regional Centre and such information shall be kept as confidential.

- 1.9. Any request by an Administrator for an accommodation as a consequence of illness, injury or disability, shall be supported by such medical information from the Administrator's medical practitioner as the Regional Centre of Education may reasonably require.
- 1.10. A female Administrator shall be permitted to use up to fifty (50) days sick leave, if available, for leave of absence related to pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Pregnancy Leave, Parental Leave and Adoption Leave.
- 1.11. When an Administrator is employed by the Regional Centre of Education, the Regional Centre of Education shall credit the Administrator with accumulated sick leave as credited with the immediately preceding employing Regional Centre of Education in Nova Scotia to a maximum as provided in Clause 1.3. The Administrator will be responsible for requesting and receiving written confirmation of the sick leave quota from the preceding school Regional Centre of Education.
- 1.12. An Administrator under active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program, shall be considered ill and an Administrator may use available sick leave credits for such treatment.
- 1.13. The Regional Centre of Education shall be responsible for any fee applicable to the completion of the medical form prescribed by the Centre.

## **2. Bereavement/Special Leave**

- 2.1 For purposes of this Clause, relationships are as recognized by Canada Revenue Agency.

### **Bereavement**

- 2.2 (a) An Administrator shall be granted five (5) days without loss of pay and benefits immediately following the death of each parent, step-parent, child, step-child, grandchild, spouse, same-sex partner, or fiancée, person for whom you have been declared a guardian, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or former guardian.

- (b) An Administrator shall be granted three (3) days without loss of pay and benefits immediately following the death of each sister-in-law, brother-in-law, aunt, uncle, niece, or nephew.
- (c) Where the burial occurs outside the Province, such leave shall also include reasonable travel time not to exceed an additional two (2) days.
- (d) Where the interment or memorial service is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.

### **Serious Illness**

- 2.3 (a) An Administrator shall be granted five (5) days for each incident without loss of pay and benefits to attend to the serious illness of a parent, step-parent, child, step-child, foster child, grandchild, spouse, same-sex partner or fiancée or person for whom the Administrator has been declared a guardian.
- (b) An Administrator shall be granted five (5) days per year without loss of pay and benefits to attend to the serious illness of a grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, former guardian, sister-in-law, brother-in-law, aunt, uncle, nephew or niece.
- (c) The Regional Centre of Education reserves the right to require proof of illness for paid leave.

### **Family Illness**

- 2.4 An Administrator shall be granted five (5) days per year without loss of pay and benefits for care and comfort measures attending to the illness, including medical appointments not covered in Clause 2.3 (a) of a parent, step-parent, child, step-child, foster child, grandchild, spouse, same-sex partner or fiancée, or person for whom you have been declared a guardian.

### **Special Leave**

- 2.5 (a) An Administrator shall be entitled to special leave, without loss of pay and benefits, a maximum of five (5) days in a year for urgent and imperative personal business as follows:
  - (i) victim of serious fire, flood or other natural disasters;
  - (ii) day of the marriage of the Administrator, parent, step-parent, child, step-child, grandchild, or person for whom you have been declared a guardian;
  - (iii) time, with prior approval of the Director of Human Resources, or designate, to attend the marriage of a brother or a sister to a maximum of one (1) day

per event. Requests for unpaid leave of absence relating to this event shall not be unreasonably denied.

- (iv) the death of a non-related person within the Administrator's household to a maximum of two (2) days per death.
- (v) one (1) day to attend the high school graduation of their child, if the graduation takes place during a school day.

(b) An Administrator may be granted special leave, without loss of pay and benefits, for a maximum of three (3) days in a year for any imperative personal business that cannot be attended to by anyone else nor on a day other than a work day. Ordinarily, pre-approval is necessary for special leave requests for imperative personal business and shall be made in writing to the Director of Human Resources, or designate.

- 2.6 When an active staff member passes away and the funeral service is held on a school day, Administrators shall, with the approval of the Director of Human Resources, or designate, be permitted to attend and the day shall be a claimable day.
- 2.7 An Administrator shall be granted time, with prior approval of the Director of Human Resources, or designate, to attend the funeral service or remembrance event of a friend. Requests for unpaid leave of absence relating to this event shall not be unreasonably denied.
- 2.8 An Administrator who makes every reasonable effort, in the opinion of the Director of Human Resources, or designate, but is unable to get to school because of storm conditions and/or because a public carrier on which the Administrator is due to travel changes its transportation schedule due to unforeseen circumstances shall not be penalized. In the case of the public carrier, it shall be incumbent upon the Administrator to produce documentation to substantiate the claim.
- 2.9 Special Leave may be granted without pay to an Administrator when offering for election in a federal, provincial or municipal election subject to the following:
  - (a) the granting of such leave shall be at the request of the Administrator and shall not be unreasonably withheld;
  - (b) all days granted shall be full;
  - (c) up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
  - (d) up to five (5) days for municipal elections (all of these days shall be consecutive).
- 2.10 An Administrator shall be entitled to special leave for a maximum of ten (10) days without loss of salary to be a living donor. This leave would allow an Administrator the time required for testing, counselling, consultation, extraction and recovery.

- 2.11 The Director of Human Resources or designate shall, upon application, grant up to two (2) days leave with pay for practicing adherents of established Religious Faiths to participate in major Holy Days of their religion.

### **3. Leave of Absence**

- 3.1. The Regional Centre for Education shall grant a one (1) year leave of absence, without pay to an Administrator who has a permanent contract, or is deemed to have a permanent contract, subject to the provisions of this Article.
- 3.2. Applications for leave of absence shall be submitted to the Director of Human Resources or designate on or before April 1<sup>st</sup> of the school year prior to the one in which leave is desired.
- 3.3. (a) While on a year's leave of absence, an Administrator may apply to the Director of Human Resources by March 1<sup>st</sup>, for a second, consecutive year's leave of absence. The granting of this second, consecutive leave of absence shall depend upon the existence of special circumstances and shall be at the discretion of the Regional Centre of Education.
- (b) While on a second full year leave of absence, the Administrator shall notify the Regional Centre of Education in writing by March 1<sup>st</sup> of their intention for the following school year.
- 3.4. A Member of Parliament or Member of the Legislative Assembly or elected member of a Municipal Council, shall annually request, and be granted, a Leave of Absence during the period of time so elected.
- 3.5. The Director of Human Resources shall notify each applicant on or before April 15<sup>th</sup> whether or not their application for leave of absence has been accepted.
- 3.6. On return from leave, an Administrator shall be assigned to the same position, or, if said position no longer exists, the employee shall be governed by the appropriate terms of the Terms and Conditions of Employment.
- 3.7. All benefits of an Administrator shall be suspended while an Administrator is on a leave of absence, except as set out in Clause 8 - Seniority, but shall be reinstated when the Administrator resumes working for the Regional Centre of Education.
- 3.8. The Director of Human Resources may grant a leave of absence for a period of less than one (1) year.

- 3.9. Applications for leave of absence of less than one (1) year duration shall be delivered in writing to the Director of Human Resources not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances, the Director of Human Resources may grant leave with less than two (2) months' notice.
- 3.10. For the purposes of Clause 3.8, a leave of absence of less than one (1) year shall be defined as a block of consecutive full-time instructional days.

#### **4. Regional Centre Initiated Transfer**

- 4.1. Regional Centre Initiated Transfer can occur throughout the school year.
- 4.2. Regional Centre Initiated Transfer may be made:
  - (a) for exceptional personnel issues related to staff, students or the community;
  - (b) for operational reasons related to enrolment and programs; or
  - (c) as a result of school realignment or construction.
- 4.3. In all cases of Regional Centre Initiated Transfer there must first be discussion between the Director of Human Resources and the Administrator(s). If requested by the Administrator(s), the Director of Human Resources or designate shall give written reasons for the transfer to the Administrator(s).
- 4.4. In each and every case of a Regional Centre Initiated Transfer (except for transfers as a result of school construction, realignment or closure) in which the transfer involves the Administrator having to journey a greater distance to their place of employment, the Director of Human Resources or designate shall make every reasonable effort to place the affected Administrator in a position which is geographically situated as close as possible to the Administrator's residence. The Regional Centre of Education shall compensate said Administrator for the extra travel involved at the Regional Centre of Education rate for the duration of the transfer or a one (1) year period, whichever is lesser, effective from the date of the transfer.

#### **5. Administrative Positions**

- 5.1. All vacant or unfilled administrative positions shall be posted on the Regional Centre of Education's website at least one (1) week prior to the closing date for applications. In filling an administrative position:
  - (a) there will be an internal competition first and the candidates in the internal competition shall be current Annapolis Valley Regional Centre Administrators. They shall compete on the following criteria: qualifications, abilities, experience

and length of service with the Regional Centre of Education, and the Director of Human Resources or designate shall determine the weight to be given to each of the criteria provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15%) and no more than thirty-five percent (35%); and

- (b) should there be no successful internal candidate for the position then the Director of Human Resources or designate will consider all external candidates. They shall compete on the following criteria: qualifications, abilities and experience and the Director of Human Resources shall determine the weight to be given to each of the criteria.

- 5.2. A selection process including interviews shall be followed by the Regional Centre of Education's management for all administrative positions which become vacant or unfilled.
- 5.3. Notwithstanding Clauses 5.1 and 5.2 where surplus Administrators have been identified, they shall be advised of any vacant or unfilled administrative positions and may be placed in another administrative position.
- 5.4. For this Clause, length of service with the Regional Centre of Education shall be the number of years on the seniority list identified under column two (2) titled "TYWB".

## **6. School Climate**

- 6.1. Proper school climate is essential to educational achievement and a positive school climate. Further, that abusive acts by pupils against Administrators will not be tolerated and that the Regional Centre of Education will act in an expeditious, comprehensive and appropriate manner should such situations occur or when other breaches of discipline take place.
- 6.2. It is the responsibility of Administrators to keep order and good discipline in their schools.

## **7. Lunch Break**

- 7.1. Every Administrator shall be entitled to at least a thirty (30) minute lunch break scheduled between the hours of 11:00 a.m. and 2:30 p.m., unless otherwise agreed to by the Administrator.

# Cape Breton-Victoria Regional Centre for Education

## 1. ADMINISTRATIVE STAFFING

All Administrator vacancies are determined by the Regional Centre for Education (Centre). Vacancies shall be posted for a minimum of three (3) days, two (2) of which shall be working days and the job description and qualifications shall be posted with the notice.

In filling any administrative position, the candidates shall compete on the following criteria: qualifications, abilities, experience and length of service with the Centre. The Centre shall determine the weight to be given to each of the criteria provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15) and no more than thirty-five percent (35).

Administrator positions available after the 21<sup>st</sup> day of school and for the balance of the academic school year shall be filled by the Centre by appointment.

During the months of July and August, such Administrator vacancies shall be posted to the Centre's website.

### **School Consolidation:**

School consolidation is defined as follows:

- (a) the process of combining three or more schools into one building; or
- (b) the process of combining two schools, one of which has a student population of fifty percent (50%) or more of the student population of the other.

In the event of school consolidation, all administrative positions in the affected schools will be vacated and the Administrators may become reassigned as teachers to the receiving school.

### **School Closure:**

In the event of a school closure which does not meet the definition of school consolidation above, Administrators in the school closed may be reassigned as a teacher.

The Administrators in the receiving school in the event of a school closure will not be affected.

### **Regional Centre Initiated Transfer:**

In certain circumstances, the Regional Executive Director of Education (REDE), or designate, may transfer an Administrator from one school / location / division to another.

A Regional Centre Initiated Transfer from one position to another can occur throughout the school year.

Regional Centre Initiated Transfers may be made for exceptional personnel issues related to staff, students or the community;

In all cases of Regional Centre Initiated Transfer there must first be discussion between the Director of Human Resources or designate and the Administrator(s). If requested by the Administrator(s), the Director of Human Resources or designate shall give written reasons for the transfer to the Administrator(s).

It is agreed that in all cases involving the transfer of an Administrator from one position to another (where there is not mutual consent between the REDE and the Administrator), such change may be made after prior consultation with the Administrator affected. In effecting such transfers, the REDE:

- (a) shall not act unjustly, unreasonably, arbitrarily, discriminatorily, or in bad faith;
- (b) shall, without limiting the generality of sub-paragraph (a), take into consideration the following matters:
  - i. the Administrator's wishes;
  - ii. the Administrator's age;
  - iii. the Administrator's qualifications;
  - iv. the Administrator's proximity to retirement;
  - v. the residence of the Administrator.
  - vi. whether the Administrator has a license to drive a motor vehicle;
  - vii. any physical disabilities or health problems of the Administrator.
  - viii. the availability of car pools or other means of transportation

In each and every case of a Regional Centre Initiated Transfer in which the transfer involves the Administrator having to journey a greater distance to his/her place of employment, the Director of Human Resources or designate shall make every reasonable effort to place the affected Administrator in a position which is geographically situated as close as possible to the Administrator's residence.

Should the Regional Centre Initiated Transfer occur within a school year, there shall be every reasonable effort made to provide up to two (2) weeks between the time an Administrator is officially informed of the transfer by the Director of Human Resources or designate, and the time the transfer takes place.

## **2. LEAVE OF ABSENCE**

The Regional Centre for Education shall grant a one (1) year Leave of Absence without salary or benefits to a full-time Administrator who holds a permanent contract and who applies for leave for the purpose of research, study, travel, attendance to personal affairs, or service as an official of an Administrator's professional organization.

- 1. The Regional Centre may grant an additional leave following the initial year up to one (1) year;
- 2. The Regional Centre may grant new leaves after the Administrator has returned for a minimum period equal to the length of the consecutive leave.



3. Any Administrator elected as a Member of Parliament or Member of the Legislative Assembly or elected as a Municipal Representative shall, upon request, be granted a leave of absence for the period of time so elected.
4. Notification for a full year Leave of Absence shall be submitted to the Regional Centre on or before March 1 of the school year prior to the one in which the leave is desired. However, if the leave is to be less than a full year, notification should be submitted to the Centre at least thirty (30) days prior to the date the leave is to commence unless unforeseen circumstances make this impossible;
5. An Administrator on a leave of absence over a full school year must notify, in writing, the Regional Centre on or before April 1 of the Administrator's intention to return to active duty for the ensuing school year. Failure to so notify the Regional Centre before May 15 will remove the right of the Administrator to be placed pursuant to (6) below. Failure to notify the Centre between May 15 but before June 15 will relieve the Centre of the obligation to offer such an Administrator a position for the ensuing school year.
6. Upon return from any Leave of Absence an Administrator shall be reinstated to a position held immediately prior to going on a Leave of Absence or to a position which the Administrator would have been entitled to occupy had the Administrator not gone on leave.
7. Exclusive of any benefits which may be conferred by the ***Act Respecting the Employment Relations of Public School Administrators***, or elsewhere in this document, all other benefits of an Administrator on a Leave of Absence shall be suspended during the Leave of Absence, but shall be reinstated when the Administrator returns from the leave.
8. Entitlement to medical care benefits shall only continue if the Administrator pays to the Centre, monthly, in advance, the full cost of the Centre's contributions to such benefits including the Centre's share for the actual period of absence. Continuation and entitlement of medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan.
9. The Centre may grant a Leave of Absence for a period of less than one (1) year. Permission to take such leave shall not be unreasonably withheld.

### 3. SPECIAL LEAVE

"Immediate Family" shall be defined to include spouse or same sex partner, fiancé(e), mother, father, grandmother, grandfather, child, sister, brother, son-in-law, daughter-in-law, grandson, granddaughter, step-child and former guardian.

1. An Administrator shall be entitled to Special Leave for up to eight (8) days with full pay, immediately following each death of a spouse or child. The time of each leave shall extend to fourteen (14) calendar days beyond the date of the death.
2. Other than the death of a spouse or child, an Administrator shall be entitled to Special Leave for up to five (5) days with full pay, necessitated by and at the time of each death in the Administrator's immediate family or that of the Administrator's spouse. The time of each leave shall begin on the day of the death and may extend to fourteen (14) calendar days beyond the date of the death.

3. Where the interment or memorial service is not held within the fourteen (14) calendar day period immediately following the death of an immediate family member, in the event that there is subsequently an interment or memorial service which falls on a school day, the Administrator shall be entitled to bank one (1) of the eight (8) day leaves referred to in (1) above and take the day at a later time for the purposes of attending such service. Further provided that the day is taken within six (6) months following the end of the school year in which the death occurred.
4. Administrators can request and may be granted up to two (2) days with no loss of salary necessitated by the death of a permanent resident of the Administrator's household. A permanent resident shall be defined as a person who has lived in the household for at least one (1) year.
5. An Administrator shall be entitled to special leave of one (1) day with pay for the purpose of attending either the funeral or burial service, provided such service falls on a working day, necessitated by the death of the Administrator's aunt, uncle, sister-in-law, brother-in-law, niece or nephew.
6. The Centre shall grant up to five (5) days leave with pay necessitated by each serious illness in the immediate family of the Administrator, provided it shall be entirely within the discretion of the Centre to determine what constitutes serious illness and the Centre shall be entitled to call for medical evidence in support of any claim for leave based on serious illness.
7. An Administrator shall be entitled to Special Leave to a maximum of ten (10) days with pay to be a living donor. This leave would allow an Administrator the time required for testing, counselling, consultation, extraction and recovery.
8. Upon request, the Centre may grant an Administrator leave without pay, providing reasonable notice has been given and providing substitutes are available and operational requirements permit.
9. In addition to the days granted in (1) and (5) above, in the event of death or serious illness, an Administrator may request and the Centre may grant special leave with pay, on an individual basis, as may be warranted under the particular circumstances.
10. Personal leave, to a maximum of three (3) days per school year, with pay, may be granted to Administrators in the employ of the Centre at the discretion of the Regional Executive Director of Education, for reasons including but not limited to:
  - a) Urgent and imperative business such as recovery from a fire, flood or other natural disaster;
  - b) Where burial of an immediate family member of the Administrator occurs outside the Province, reasonable travel time, not to exceed two (2) additional days;
  - c) When a public carrier changes its transportation schedule to or from an international airport due to unforeseen circumstances, and this change impacts an Administrator's planned return to work, provided: that the administrator's absence was not precipitated by unpaid days and; that it is incumbent upon the administrator to produce documentation to substantiate the claim

#### 4. RELIGIOUS HOLIDAYS

The Regional Centre may, upon application, grant up to two (2) days leave with pay, or other accommodation, for practicing adherents of established religious faiths to participate in the major holy days of their religion.

#### 5. SICK LEAVE

1. Every Administrator shall be entitled to twenty (20) days Sick Leave per school year.
2. Every Administrator may accumulate one hundred percent (100%) of his/her unused Sick Leave to a total of one (1) full school year in addition to the days granted pursuant to (1) and subject to (4) hereafter.
3. The Regional Centre shall credit the Administrator with sick leave as credited with either the immediately preceding employing education entity in Nova Scotia to the maximum allowable pursuant to (2) and provided the Administrator shall be responsible to supply the necessary documentation. Such Administrator shall not be permitted to use any accumulated sick leave during the first year of their service with the Regional Centre.
4. Unused days in the previous year which cannot be accumulated are canceled and void.
5. Notwithstanding (1), when any Administrator employed by the Regional Centre is unable to commence work in September of any school year because of illness or accident, the Regional Centre shall pay that Administrator up to a maximum of his/her accumulated sick leave and, upon return to work, the Administrator shall then receive the twenty (20) days sick leave pursuant to (1).
6. Subject to (4), cumulative sick leave days shall not begin to be used until the current year's regular sick leave has been expended, pursuant to (1).
7. Sick leave provisions are to be used only for illness and accident. Medical and/or dental treatment/appointments will occasionally require the use of sick leave. In such cases, Administrators will make every reasonable effort to schedule such treatments/appointments outside of the students' instructional hours.
8. It shall be the responsibility of the Regional Centre to maintain a record of days credited to each Administrator and days used by each Administrator.
9. The Regional Centre shall inform each Administrator in its employ on the Administrator's direct deposit statement the number of sick days credited to the Administrator.
10. In the event an Administrator resigns from the employ of the Regional Centre, such Administrator's accumulated sick leave shall be terminated upon the effective date of the resignation.
11. In the event an Administrator is terminated by the Regional Centre, for reasons other than just cause, such Administrator shall have his/her accumulated sick leave reinstated providing re-employment by the Centre occurs within twenty-four (24) months of the original termination date.
12. Administrators may be required to present a medical certificate, if an Administrator's illness precludes the Administrator's regular attendance for more than five (5) consecutive days or if there is a persistent pattern of illness. The Regional Centre shall be responsible for the cost of a medical certificate.

# Chignecto-Central Regional Centre for Education

## 1. Sick Leave

- 1.01 a. Every full-time Administrator shall be entitled to twenty (20) days Sick Leave for each school year effective August 1 of each school year, which days shall be referred to as current Sick Leave during the year they were granted.
- b. A part-time Administrator shall be entitled to sick leave, calculated according to the percentage that the number of actual working and claimable days of the part-time Administrator is to the maximum number of working and claimable days in the school year. The amount so determined shall be rounded-off to the nearest whole number.
- 1.02 a. In addition to current Sick Leave every Administrator shall accumulate one hundred percent (100%) of her/his unused Sick Leave to a total of one hundred and ninety-five (195) days.
- b. Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave, pursuant to 1.01 has been expended.
- 1.03 a. An Administrator who has been terminated from the Regional Centre, for other than dismissal for just cause, shall be entitled to retain accumulated sick leave credits for three (3) years from date of termination, in the event such Administrator returns to the employ of the Regional Centre within such time frame.
- b. An Administrator hired from another education entity in the Province of Nova Scotia shall be entitled, upon receiving a permanent contract with the Chignecto-Central Regional Centre, to carry forward accrued sick leave entitlement from such other regional centre, to a maximum of one hundred and ninety-five (195) days, provided such regional centre has a reciprocal provision entitling an Administrator from Chignecto-Central Regional Centre to carry forward accrued sick leave.
- c. It is the responsibility of the Administrator to provide documentation from the preceding Regional Centre verifying the Administrator's accrued sick leave.
- 1.04 The Regional Centre shall inform each Administrator in its employ, in writing by either hard copy or electronic pay stub at the Regional Centre's discretion, of the number of sick days as credited to such Administrator.
- 1.05 a. Sick leave may be claimed by the Administrator for purposes of obtaining medical, optical and/or dental treatment. Whenever possible, all such appointments shall be made outside of school hours.
- b. Where an Administrator has a medical appointment booked and the school is closed on that day, and the appointment is also cancelled, the Administrator will not be required to claim sick leave on that day.
- 1.06 a. Administrators who are on sick leave and anticipate being absent for more than ten (10) working

days shall endeavour to notify the Regional Centre of the expected duration of the illness as early as possible and shall endeavour to give the regional centre reasonable notice of the anticipated date of return to work.

- b. The Regional Centre may require proof of illness, injury or disability, including production of a medical certificate, signed by a licensed medical practitioner, which certificate shall describe the general nature of the illness, injury or disability, its relationship to the Administrator's inability to work, the anticipated date of return to work. Such medical certificate shall only be produced by the Administrator upon the specific request of the regional centre.
  - (i) Any request by an Administrator for special accommodation as a consequence of medical illness, injury or disability, shall be supported by such medical information as the Regional Centre shall reasonably require.
  - (ii) Where there are reasonable grounds of concern whether an Administrator is fit to return to work, the regional centre may require the production of sufficient medical information to establish fitness (which may include accommodation(s)).
- c. Except where the Regional Centre has reasonable grounds to suspect there may be a mis-use of sick leave credits and has provided the Administrator with advance notice of the requirement to provide a certificate, the regional centre shall not require production of a medical certificate unless the Administrator has been absent or is expected to be absent for more than five (5) consecutive days. Administrators who do not provide the required medical certificate by the reasonable deadline provided may have their sick leave inactivated until such time as the certificate is satisfactorily completed and submitted (after a review of the individual circumstances). The Regional Centre shall inform the Administrator prior to inactivating the Administrator's sick leave.
- d. Where the Regional Centre is not satisfied with the medical certificate produced by the Administrator, the Regional Centre shall be entitled to require the Administrator to be examined by a mutually agreed independent medical practitioner. In the event the Administrator and the Regional Centre are unable to agree upon such practitioner, the Registrar of the College of Physicians & Surgeons, or delegate, shall be empowered to make such selection. The cost of obtaining such independent medical opinion shall be at the Regional Centre's time and expense.
- e. The Regional Centre shall be responsible for the costs of any requested medical certificate provided by the Administrator's own physician.

## **2. Personal / Special Leaves**

- 2.01 a. An Administrator shall be entitled to a temporary leave, with pay, for a maximum of five (5) days per school year for each death in an Administrator's immediate family or the immediate family of their spouse. For purposes of this clause, "spouse" means a teacher's partner to whom they are legally married, or a teacher's common law partner (defined as people, who are not

married, living in a conjugal relationship that has lasted at least 12 continuous months), or a teacher's registered domestic partner.

- b. An Administrator may apply to the Director of Human Resources, or designate, for additional unpaid bereavement leave.
- c. Bereavement leave shall be taken immediately following the death.
- d. Where the memorial service or interment for the immediate family pursuant to clause 2.01 is not held immediately following the death, one (1) day of the leave may be taken on the date of the memorial service or interment. Where said memorial service or interment occurs more than 350km from the Administrator's residence, the Administrator may apply for and shall be granted reasonable travel time of up to two (2) additional days (depending on the circumstances) without loss of pay or benefits.
- e. An Administrator shall be granted one (1) day without loss of pay or benefits for each death of an aunt or uncle in their immediate family or niece or nephew in their immediate family or that of their spouse, to be used, at the discretion of the Administrator:
  - (i) the day immediately following the death;
  - (ii) the day of the funeral to attend the funeral; or
  - (iii) the day of the interment or memorial to attend the interment or memorial.

Where either (ii) or (iii) is elected by the Administrator and the event is located in excess of:

- 200 km from the Administrator's residence, the Administrator may apply for and shall be granted reasonable travel time of up to one (1) additional days (depending on the circumstances) without loss of pay or benefits.
  - 350km from the Administrator's residence, the Administrator may apply for and shall be granted reasonable travel time of up to two (2) additional days (depending on the circumstances) without loss of pay or benefits.
- 2.02 a. An Administrator shall be entitled to serious illness leave for a maximum of ten (10) days per school year, for a serious illness in the Administrator's immediate family, or the immediate family of their spouse. The Administrator must be attending to the needs of the seriously ill person.
- b. The Regional Centre reserves the right to require proof of illness.
- c. An Administrator may apply to the Director of Human Resources or designate, for additional unpaid serious illness leave.

d. Where no other reasonable accommodation can be made, an Administrator shall be granted up to five (5) days without loss of pay for care and comfort measures attending to the illness, including medical appointments not covered elsewhere in this MOU, of a parent, step-parent, child, stepchild, grandchild, or spouse, or a person for whom they have been declared a guardian. The illness or attendance at the medical appointment must reasonably require an adult to be present. Said leave shall be part of the ten (10) days contained in 2.02 (a).

2.03 a. Immediate family is defined as spouse, fiancé(e), child, parent, step-parent, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, guardian, any legal dependents who permanently reside in the Administrator's household or such other dependents as are approved by the Director of Human Resources or designate.

b. For purposes of bereavement leave only, immediate family shall include brother-in-law and sister-in-law.

2.04 Up to five (5) days in total per year per Administrator of special leave, without loss of pay and benefits:

(a) Shall be available for:

- (i) Acting as an executor of an estate for the specific day(s) required to fulfill such duties;
- (ii) Recovery from a fire, flood or other natural disaster;
- (iii) One (1) day per convocation of the Administrator, the Administrator's spouse or legal dependent (in addition to the day provided for in the provincial Major Terms and Conditions of Employment for Public School Administrators) where the Administrator must travel during regular school hours in order to reasonably attend such convocation;
- (iv) Emergency situations for which the Administrator's presence has been requested by the Emergency Measures Organization;
- (vi) That portion of a single work day required to attend a funeral service as pallbearer;
- (vii) Financial appointment or legal appointment that cannot be scheduled outside the instructional day; and
- (vii) Other urgent and imperative personal business that could not be attended to by someone else or on a day other than a working day provided the Director of Human Resources or designate has approved such leave in advance as meeting these requirements.

(b) May be available for such other unique or special circumstances that are brought to the attention of the Director of Human Resources or designate and are considered at the discretion of the Director of Human Resources or designate and approved on a case by case basis.

2.05 Administrators may request of their Supervisor special leave without pay for up to two (2) days, for specified personal reasons, upon giving at least twenty-four (24) hours' notice to their Supervisor.

If the Supervisor determines that such leave is for good reason and can be granted without creating operational disruption, such leave shall be authorized by the Supervisor through the on-line RTBA process as approved by the Regional Centre and automatically electronically forwarded to the Director of Human Resources or designate. Requests for unpaid leave of absence for the funeral of a friend shall not be unreasonably denied.

- 2.06 Where a current staff member has died and the funeral service is scheduled to be held on a school day, provided the Principal has consulted with their supervisor and can arrange to keep the school open and operational, staff designated by the Principal shall be permitted time off from work with pay, for actual attendance at the funeral.
- 2.07 The Regional Centre may grant special leave without pay to an Administrator when offering for election in a federal, provincial or municipal election subject to the following:
- a. the granting of such leave shall be at the request of the Administrator and shall not be unreasonably withheld;
  - b. all days granted shall be full;
  - c. up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
  - d. up to five (5) days for municipal elections (all of these days shall be consecutive).
- 2.08 The Regional Centre shall, upon application, grant two (2) days leave with salary, or other accommodation for practicing adherents of established Religious Faiths to participate in major holy days of their religion.
- 2.09 For the purpose of 2.01 (Bereavement), 2.04 (Special Circumstances Leave), 2.05 (Special Leave Without Pay), "Administrators" shall include substitute Administrators who are employed in excess of eighteen (18) consecutive work days replacing the same Administrator.
- 2.10 An Administrator on school regional centre business, including Regional Centre sponsored and approved Professional Development who is unable to get to school because a public carrier changes its schedule due to unforeseen circumstances shall not be penalized. It shall be incumbent upon the Administrator to produce documentation to support the claim.

### **3. Leave of Absence**

- 3.01 The Regional Centre shall grant a one (1) year leave of absence without pay to a permanent contract Administrator who applies for such leave.
- 3.02 When a Leave of Absence for a full school year is granted to an Administrator, the Administrator has until April 15 of the year in which the application is made to rescind their request without the approval of the Centre, provided the position has not yet been posted.



- 3.03 a. Upon completion of the authorized Leave of Absence pursuant to clause 3.01, an Administrator may apply for additional, annual leave(s), to be granted at the sole discretion of the Director of Human Resources, or designate. Notwithstanding 3.07 the Director of Human Resources or designate may include as a condition prior to approving a discretionary leave that the Administrator relinquish rights to her/his original position and be treated as surplus upon return.
- b. An Administrator granted a Leave of Absence pursuant to clause 3.01 or 3.02 (a) shall return to work for at least three (3) consecutive years before being entitled to qualify again pursuant to clause 3.01 except in special circumstances where approved by the Director of Human Resources.
- 3.04 Applications in writing shall be submitted to the Director of Human Resources, or designate, on or before April 1<sup>st</sup> of the school year prior to the one in which the Leave of Absence is requested.
- 3.05 All benefits of an Administrator on leave of absence shall be suspended during the leave of absence but shall be reinstated when the Administrator resumes working with the Regional Centre.
- 3.06 An Administrator on Leave of Absence shall confirm in writing to the Director of Human Resources, or designate, on or before April 1<sup>st</sup> of her/his intention to return to active employment for the ensuing school year.
- 3.07 a. The Regional Centre may grant a Leave of Absence for less than one (1) year, provided such leave has the approval of the Director of Human Resources, or designate.
- b. Any such application shall be submitted at least forty-five (45) days prior to the date on which the Applicant wishes the leave to commence. Applications may be considered on shorter notice if extenuating circumstances exist.
- 3.08 Upon completion of an authorized Leave of Absence, unless mutually agreed otherwise, the Administrator shall return to their original position. The position of an Administrator who fills the vacancy created by such leave of absence shall have their position likewise protected. In the event that the original position(s) no longer exists, the incumbent shall return to an assignment that the Administrator would have received but for the Leave of Absence.
- 3.09 Any Administrator elected as a Member of Parliament or Member of the Legislative Assembly or elected as a Municipal Representative shall, upon request, be granted a Leave of Absence for the period of time so elected. Except where mutually agreed at an earlier date, for any absence greater than three (3) full school years the Director of Human Resources or designate may require that the Administrator relinquish rights to their original position and be treated as surplus upon return.

#### **4. Regional Centre Initiated Transfer**

In unusual circumstances, the Regional Executive Director of Education, or designate, may transfer an Administrator from one school / location / division to another. Such circumstances include (a)

exceptional personnel reasons related to staff, students or the community or (b) for operational reasons relating to enrollment and/or programs. A transfer shall not become effective until the Director of Human Resources, or designate, has discussed the matter with the Administrator.

## 5. Administrative Staffing Procedures

- 5.01 a. The Regional Centre shall accept applications for all positions for a period of not less than two (2) business days.
- b. An Administrator who has been declared a surplus Administrator shall be advised of any vacant or unfilled administrative positions and may be placed in another administrative position or may be placed in an available teaching position provided they are qualified for said position.
- c. Where the Regional Centre is aware of surplus Administrators, administrative positions will still be posted. At the completion of the posting period, the Regional Centre will either appoint a surplus Administrator pursuant to 5.01 (b) or conduct the competition.
- 5.02 Vacant, new or acting administrative positions anticipated to be of at least 95 school days and known or ought reasonably to have been known before August 1<sup>st</sup> shall be posted.
- 5.03 Acting administrative positions, which are known to be for a period of less than 95 school days, need not be advertised but will be filled by the Regional Centre.
- 5.04 When a position is going to be filled in an acting capacity only, in accordance with 5.03, and may reasonably be anticipated to be a minimum of 95 days the Regional Centre will ask for an “expression of interest” from all current permanent teachers and administrators. The selection for the filling of the position remains at the discretion of the Regional Centre, but consideration will be given to those who have expressed interest.
- 5.05 An acting position filled through open competition may be extended until the incumbent returns or the position becomes vacant.
- 5.06 Limited Movement after acceptance of an administrative position for the ensuing school year  
Administrators are encouraged to apply for other administrative positions and, while the Association maintains an affiliation with the NSTU, may apply for teaching positions. However, and notwithstanding clauses 5 and 6, where a teacher or Administrator has accepted an administrative position at any time during one school year, they may not be considered eligible for an alternate position commencing before July 31<sup>st</sup> of the following school year except where the alternate position is a vacant administration position and represents a minimum increase from the applicant’s permanent position equivalent to the salary provisions of a School with 1-5 Administrators within the provincial Major Terms and Conditions of Employment for Public School Administrators Principal (*for example, between August 1, 2018 and July 30, 2019 this is an amount of \$6106*);

- a. Moves will otherwise not be permitted except at the discretion of the Regional Centre;
- b. Nothing in this clause prevents a person in an acting position from accepting an alternate administrative or teaching position that does not overlap with the initially accepted acting administrative position.

For clarity, as an example, someone who accepts an administrative position on March 30<sup>th</sup>, 2018, commencing August 1, 2018, may apply for other administrative and teaching positions, but will ordinarily be considered ineligible for positions that commence before July 31<sup>st</sup>, 2019 unless one of the above criteria is met.

- 5.07 The Regional Centre shall make all reasonable best efforts to begin staffing administrative positions as soon as possible each school year with the process beginning prior to the first round of teacher transfers.
- 5.08
  - (a) The Regional Centre shall post the administrative positions of a new school(s) for a period of not less than two (2) business days.
  - (b) Notwithstanding 5.08 (a) where an existing school population of one (1) school moves into a new facility, the administrative position(s) of the existing school will not be posted.
- 5.09 Where one (1) or more school(s) or parts of a school(s) (sending) move to an existing (receiving) school, administrative positions at said school(s) shall be governed as follows:
  - (a) Where the student population of a school(s) or part of a school(s) move into an existing receiving school (not a new school) and the existing receiving student population comprises sixty percent (60%) or more of the combined student population, the Administrator(s) of the existing receiving school shall remain in his/her administrative position(s) at the existing receiving school. Where applicable, the Administrator(s) of the sending school(s) shall be declared surplus.
  - (b) Where the student population of a school(s) or part of a school(s) move into an existing receiving school (not a new school) and the existing receiving school student population comprises less than sixty percent (60%) of the combined student population, the existing receiving school(s) Administrator(s) shall be declared surplus and the sending school(s) Administrator(s) shall be declared surplus.
- 5.10 An Administrator who has been declared surplus pursuant to clause 5.09 (a) and/or (b) may elect to be placed as a teacher in the sending (if applicable) or receiving school. Said Administrator relinquishes his/her rights as a surplus Administrator.
- 5.11 An Administrator declared surplus pursuant to clause 5.09 (a) and/or (b) and who chooses to be considered a surplus Administrator shall maintain that right until September 1<sup>st</sup> of the ensuing school year or being offered an administrative position, whichever comes first.

## **6. Administrative Selections**

- 6.01 Positions in clause 5 shall be filled in accordance with clause 6.
- 6.02 For the purposes of deciding administrative vacancies, pre-determined and posted minimums in each of three (3) criteria of qualifications, ability and experience must be established to be considered eligible. Eligible candidates shall be further considered upon the following criteria:
- a. Employment Equity considerations in accordance with clause 7
  - b. In the event that there is no Employment Equity selection, eligible candidates will compete based on the following weighting:
    - i. 45% for ability
    - ii. 15% for qualifications
    - iii. 20% for relevant experience
    - iv. 20% for length of service with the regional centre (and predecessors)Calculated in accordance with b above, selection based on highest score of the eligible candidates.
- 6.03 Any unsuccessful candidate invited for an administrative interview shall be entitled to request of the Director of Human Resources, or designate, an explanation/interview to discuss the evaluation process.
- 6.04 All candidates invited for an administrative interview shall be provided a minimum of twenty-four (24) hours' notice period prior to the interview.
- 6.05 The Regional Centre shall confidentially maintain the names of the interviewed applicants, the applicable scores for each interviewed applicant and the resulting recommendation.
- 6.06 The Regional Centre shall post the names of successful applicants on its website within ten (10) days of the approval of the successful applicant.

## **7. Employment Equity Considerations for Administrators**

- 7.01 The Chignecto-Central Regional Centre for Education believes in social justice and value diversity. To that end, employment equity considerations may be a component of selection processes for Administrators. The identified employment equity groups may include First Nations individuals, African Nova Scotian individuals, disabled individuals and women.
- 7.02 When employment equity considerations apply to an administrative position, the Regional Centre shall identify in the posting the employment equity group(s) to which said considerations will apply.
- 7.03 External candidates who meet the posted employment equity criteria for administrative positions will only have the advantage of the application of these employment equity clauses in the event that there are no eligible permanent contract Administrators competing.

- 7.04 In instances where one or more applicants has self-identified as being a member of one of the identified employment equity groups and where the identified employment equity group remains under-represented in comparable positions and/or where there are identified special needs at a particular location or for a particular position, the following special considerations shall apply:
- (a) If only one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the employment equity candidate shall be considered the recommended candidate.
  - (b) If more than one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the recommended candidate will be selected by the regional centre to best meet the region's employment equity objectives.

## Conseil scolaire acadien provincial

### 1. Sick leave

- 1.01 Every full-time Administrator shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Part-time Administrators shall receive a prorated amount of Sick Leave.
- 1.02 Notwithstanding clause 1.01, when an Administrator who has been on unpaid sick leave resumes his/her duties, he/she shall be entitled to the sick leave days pursuant to clause 1.01 except that such days shall be calculated according to the percentage that the number of working and claimable days of the Administrator is to the number of days in the school year.
- 1.03 Every Administrator shall accumulate Sick Leave to a total of one hundred and ninety-five (195) days in addition to the days granted pursuant to clause 1.01. For greater certainty, the maximum number of sick days that may be claimed shall be two hundred and fifteen (215).
- 1.04 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave pursuant to clause 1.01, has been expended.
- 1.05 Accumulated days used shall be deducted from the accumulated total.
- 1.06 Where an Administrator is employed by the Board, the Board shall credit the Administrator, at the moment when he/she receives a permanent contract, with any accumulated Sick Leave as credited with the immediate preceding employing employment entity in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days. The Administrator shall provide the Board Centre with a letter from his or her former education entity confirming the number of accumulated Sick Leave days.
- 1.07 An Administrator on a continuing contract and who has been employed by the Board for at least one (1) year and in a given school year has exhausted all his/her current annual and accumulated Sick Leave and is ill may request through the Director of Human Resources an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.
- 1.08 A female Administrator shall be permitted to use up to forty (40) days Sick Leave, if available, for Leave of Absence for Pregnancy.
- 1.09 An Administrator on an unpaid Leave of Absence shall be considered to have continuous service but sick days under clause 1.01 shall not accumulate and cannot be claimed during the Leave.
- 1.10 An Administrator under an active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program, shall be considered ill.
- 1.11 The total amount of Sick Leave to the credit of an Administrator on a continuing contract who resigns or is terminated from the employ of the Board shall be reinstated if the Administrator returns to the employ of the Board within five (5) years.

- 1.12 It is recognized that sick leave is claimable for necessary medical and dental treatment of an Administrator. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.
- 1.13 An Administrator may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The form used shall be that prescribed by the Board and such information shall be kept confidential.

## **2. SPECIAL LEAVE**

### **2.01**

1. An Administrator shall be entitled to seven (7) days leave with pay immediately following the death of the spouse, son or daughter. "Spouse" is defined pursuant to laws of Nova Scotia
2. An Administrator shall be entitled to five (5) days with pay Immediately following each death in the Administrator immediate family or that of the Administrator's current spouse. Immediate family shall include, parent, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandchild, guardian, and grand-parents.
3. An Administrator shall be entitled to Special Leave with pay to a maximum of three (3) days necessitated by each death occurring in the Administrator non-immediate family. Non-immediate family shall include aunt and uncle.
4. Where the burial/service occurs outside the Province, the Director of Human Resources may grant up to two (2) additional days for travel.
5. Where the interment or memorial service for immediate family pursuant 2.01 (a) is not held within the five (5) day period immediately following the death, one (1) day of the Leave may be taken on the date of the interment or memorial service.

### **2.02**

- (a) The Board shall grant up to five (5) days leave with pay necessitated by each serious illness in the immediate family pursuant to clause 2.01(1) and (2).
- (b) The Director of Human Resources shall be entitled to call for medical evidence in support of any claim for Leave based on serious illness.

### **2.03**

- (a) The Director of Human Resources shall grant up to five (5) days leave with pay for urgent and imperative reasons. Leave pursuant to clause 2.03 (a) shall be entirely within the discretion of the Director of Human Resources.

- (b) Leave pursuant to clause 2.03 (a) may include an Administrator's absence on a regular school day because a public carrier on which the Administrator is due to travel changes its transportation schedule due to unforeseen circumstances. In such a case, it shall be incumbent upon the Administrator to produce documentation to substantiate the claim.
- 2.04 Upon request, the Director of Human Resources may give consideration to allow Administrator to attend the funeral of a student, Board employee or school volunteer.
- 2.05 An Administrator shall be entitled to Special Leave to a maximum of ten (10) days with pay to be a living donor. This Leave would allow an Administrator the time required for testing, counselling, consultation, extraction and recovery.
- 2.06 The Director of Human Resources shall grant, at maximum, one (1) day leave with pay for personal reasons that cannot be addressed at a time other than during a school day. Such leave shall be entirely within the discretion of the Director of Human Resources.
- 2.07 With prior approval of the Director of Human Resources, an Administrator shall be granted time, to a maximum of one day annually, to attend the funeral of a friend.

### **3. LEAVE OF ABSENCE**

- 3.01 The Board shall grant a one (1) year Leave of Absence without pay to any permanent contract Administrator who applies for such a leave.
- 3.02 The Board may grant an additional year's Leave of Absence without pay to any permanent contract Administrator on Leave of Absence.
- 3.03
- (a) A Leave of Absence of less than one (1) year shall be granted at the discretion of the Superintendent. Applications for a Leave of Absence of less than one (1) year shall be made in writing at least one (1) month prior to the anticipated date of commencement. In exceptional circumstances, the Superintendent may grant a Leave with less than one (1) months' notice.
- (b) When requested, the Superintendent shall provide reasons in writing justifying the refusal of Leave pursuant to clause 3.03 (a).
- 3.04 Applications for Leave of Absence shall be submitted in writing to the Director of Human Resources on or before March 1st of the school year prior to the one in which the leave is desired. The reply shall be provided by April 1st. Applications submitted after the deadline may be considered at the discretion of the Director of Human Resources.
- 3.05 An Administrator on a Leave of Absence over a full school year must notify, in writing, the Director of Human Resources on or before March 1st of the Administrator intention to return to its position.



3.06

- (a) All benefits of the Administrator shall be suspended while the Administrator is on Leave of Absence but shall be reinstated when the Administrator resumes in his position for the Board.
- (b) Notwithstanding clause 3.06 (a), an Administrator shall retain the accumulation of his/her Retirement Allowance benefit while on leave.

3.07 Upon return from a Leave of Absence, the Administrator shall be reinstated:

- (a) to the same school held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the Administrator shall be treated in the same manner as he/she would have been treated but for the Leave of Absence; or
- (b) to a position mutually agreed upon by the Administrator and the Board.

3.08 An Administrator elected as a Member of Parliament or Member of the Legislative Assembly or as a Municipal Representative shall, upon request, be granted a Leave of Absence for the period of time so elected.

**4. Administrative appointment:**

4.01 Promotion to supervisory positions shall be based upon abilities, qualifications and experience.

4.02 Where abilities, qualifications and experience are shown to be relatively equal, seniority shall be the determining factor.

4.03 Notice of vacancies will be posted on the Board recruitment site and made available by electronic means at least seven (7) days prior to the deadline for application for the position.

4.04 When possible and according to the information available, the Board shall fill vacant and unfilled administrative and supervisory positions before the voluntary transfer rounds for teachers.

# Halifax Regional Centre for Education

## 1. Sick Leave

Administrators shall be entitled to twenty (20) days sick leave with full pay, during each year.

Sick leave may be claimed by the Administrator for purposes of obtaining medical, optical and/or dental treatment that cannot be made outside of school hours.

Administrators may be required to present a medical certificate in the Form titled the Request For Functional Information, if the illness is more than five (5) consecutive days, or if there is a pattern of illness. Administrators who do not return the Form with complete information by the deadline provided may have their sick leave inactivated until such time as the Form is satisfactorily completed, after a review of the individual circumstances.

Every Administrator shall accumulate one hundred percent (100%) of their unused sick leave to a maximum of one hundred ninety-five (195) days in addition to the twenty (20) days sick leave with full pay, granted during each year.

Cumulative sick leave days shall not begin to be used until the current year's regular sick leave has been expended.

It shall be the responsibility of the Regional Centre of Education to maintain a record of days credited to each Administrator and the days used by each Administrator.

The Regional Centre of Education shall inform each Administrator in its employ on the Administrator's direct deposit statement the number of sick days credited to the Administrator.

When any Administrator employed by the Regional Centre of Education is unable to commence working in September because of illness or accident, the Regional Centre of Education shall pay that Administrator according to sick leave including accumulated days.

The Regional Centre of Education shall credit each Administrator with accumulated sick leave as credited with the immediate preceding employing education entity, Community College or APSEA in Nova Scotia to the maximum of one hundred ninety-five (195) days. The Administrator shall not be permitted to use any of the days so credited within the first year of employment with the Regional Centre of Education.

During the period of cumulative sick leave, Administrators shall receive in full, their regular salary payable by the Regional Centre of Education.

Administrators who, immediately prior to August 1, 2018 were employed pursuant to Section 4, Halifax, of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union:

- (i) shall not continue to accumulate sick leave days under Article 11, Sick Leave, of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;

- (ii) shall retain all of their sick leave days accumulated pursuant to Article 11, Sick Leave of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;
- (iii) notwithstanding (ii) above shall begin to accumulate further sick leave days to a maximum of one hundred ninety-five (195) days as outlined as referenced above;
- (iv) shall use the twenty (20) credited sick leave days as referenced above prior to using the accumulative sick days. Administrators shall use the accumulative sick leave in (iii) above prior to using accumulated sick leave days in (ii) above.

## **2. Bereavement/Special Leaves**

Administrators shall be entitled to temporary Leave of Absence for a maximum of five (5) days with pay for each death, in their immediate family or the immediate family of their spouse, or other legal dependents. "Immediate family" shall include grandparents, parents, husband or wife, brothers, sisters, children, grandchildren, co-habiting partner in a recognized relationship and common-law spouse. The Regional Centre of Education may grant up to two (2) additional days for travel.

Administrators shall be entitled to special leave of one (1) day with pay for the purpose of attending either the funeral or burial service provided such service falls on a working day necessitated by the death of the Administrator's aunt, uncle, niece or nephew. The Regional Centre of Education may grant up to two (2) additional days for travel.

In cases where there is a death of a member of the school staff or a member of the student body, Administrators may be permitted to attend the funeral service in consultation with Human Resources Staff. The principal will maintain the secure operation of the school.

Administrators shall be entitled to temporary Leave of Absence for a maximum of ten (10) days with pay in each school year for serious illness in the Administrator's immediate family or their spouse as defined above. The Regional Centre of Education may grant two (2) additional days for travel.

Up to July 31, 2023, the following provisions apply:

- 1) Family Illness Leave Effective August 1, 2020, and upon approval from the RED (or designate), Administrators shall be entitled to use up to a maximum of one (1) day from their Serious Illness Leave to attend to a member of their immediate family who is ill and the Administrator is required to provide them with personal care. Such approval shall not be unreasonably denied. For the purpose of this provision, immediate family is defined as mother, father, children, and an individual for whom the teacher is a legal guardian. For greater clarity, this one (1) day will be deducted from the maximum ten (10) days provided for Serious Illness Leave.
- 2) Effective August 1, 2021, and upon approval from the RED (or designate), Administrators shall be entitled to use up to a maximum of two (2) days each year from their Serious Illness Leave to attend to a member of their immediate family who is ill and the Administrator is required to provide them with

personal care. Such approval shall not be unreasonably denied. For the purpose of this provision, immediate family is defined as mother, father, children, and an individual for whom the teacher is a legal guardian. For greater clarity, these two (2) days will be deducted from the maximum ten (10) days provided for Serious Illness Leave. Administrators shall be entitled to temporary Leave of Absence with full pay for a maximum of three (3) days in any school year for urgent or imperative responsibilities. Responsibilities shall be defined as a victim of fire or flood or other natural disaster, or such others as may be approved by the Regional Executive Director of Education or their representative. The leave shall be for the purpose of addressing the urgent or imperative matter. The Administrator responsible shall return to work once the matter is under control.

The Regional Centre of Education shall, upon application, grant up to three (3) days leave with pay, or other accommodation for practicing adherents of established Religious Faiths to participate in major Holy Days of their religion.

### **3. Leave of Absence**

The Regional Centre for Education shall grant a one (1) school year unpaid Leave of Absence to an Administrator on a permanent contract who applies for such leave.

The Regional Centre may grant an additional one (1) school year unpaid Leave of Absence to an Administrator granted a first year Leave of Absence, and who has applied for a second such leave. Administrators shall provide written reasons for the request. Upon approval of the second year Leave of Absence, the Administrator's position will become a permanent vacancy and the Administrator will be required to apply for Administrator positions to secure a position prior to their return.

Applications for Leave of Absence shall be submitted to the Director of Human Resource Services or designate on or before April 1 of the school year prior to the one in which leave is desired.

Applications for a Leave of Absence submitted after April 1 may be granted by the Regional Centre of Education.

An Administrator on Leave of Absence shall inform the Regional Centre of Education on or before April 1 prior to the next school year, of their intention of returning to the system, or the Administrator's position will become a permanent vacancy. The Administrator will only receive August payment(s) if they have confirmed their return. An Administrator who fails to confirm their return before June 15 shall be placed in a position by the Regional Centre of Education.

All benefits earned by an Administrator up to the commencement of the Leave of Absence shall be held for them while the Administrator is on Leave of Absence but no usage or further accumulation of benefits shall be permitted until the Administrator resumes working for the Regional Centre of Education. For greater clarity, a Leave of Absence shall have no effect on an Administrator's seniority, as it relates to these Terms and Conditions of Employment.

An unpaid Leave of Absence of less than one (1) year may be granted at the discretion of the Regional Centre of Education.

Applications for an unpaid Leave of Absence of less than one (1) year duration shall be delivered in writing to the Regional Centre of Education not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances the Regional Centre of Education may grant a leave with less than two (2) months' notice.

## **5. Administrative Appointments and Promotions**

The Regional Centre of Education shall post all vacant and one (1) year acting Administrator positions on the Regional Centre of Education's web site for at least three (3) working days prior to the closing date of application.

In selecting the most suitable applicant for each position, qualifications, quality of service and administrative/ supervisory experience shall be the determining considerations.

The Regional Centre of Education shall establish a committee of at least three (3) members who shall select the successful applicant.

Prior to a lateral transfer of an Administrator to a posted Administrator position, the Regional Centre of Education shall consult with the Administrator and take into consideration factors including the Administrator's wishes, experience, travel distance, career goals and proximity to retirement and shall provide written reasons for the lateral transfer or denial within ten (10) days if requested by the Administrator.

The Regional Centre of Education shall initiate consultations on a lateral transfer with an Administrator on or before May 1 of the school year prior to the lateral transfer taking effect.

Administrators who apply for posted Administrator positions and are unsuccessful shall receive a debriefing upon request with the Director of School Administration or designate.

An acting position shall mean a position that results directly from the temporary absence from that position of the permanent incumbent.

Acting positions which are known to be for a period of less than one (1) school year need not be advertised but will be filled by the Regional Centre of Education.

The Regional Centre of Education shall not fill a vacant position or one (1) year only position with an external applicant unless no presently employed Administrator who has applied for the position meets all the criteria specified by the Regional Centre of Education for the position including criteria with respect to qualification and experience.

### Principal and Vice Principal Pools

The Regional Centre shall establish an eligibility pool of candidates for principal and vice-principal positions.

Principal and vice-principal positions shall be filled either:

(a) through a lateral transfer taking into consideration factors including the Administrator's wishes, experience, travel distance, career goals and proximity to retirement;

(b) through a selection from the principal pool based on qualifications, quality of service and administrative/ supervisory experience;

(c) through a selection from the vice principal pool using the following criteria: qualifications, quality of service, and demonstrated leadership.

The criteria in (b) and (c) above will be assessed, in part, on the basis of the interview for entry into the pools. Candidates in the pools may elect to be re-interviewed in the pool interview process in subsequent years in order to be reassessed on the selection criteria.

Unless there are exceptional circumstances, applicants for lateral transfers will be placed over applicants from the pools.

Administrators placed in the principal pool shall be presently a vice principal or have held other major leadership roles within the system. Administrators who meet these criteria will then be interviewed for entry into the principal pool.

In selecting candidates for the principal pool the determining factors shall be qualifications, quality of service and administrative/ supervisory experience.

An Administrator denied placement in a pool shall have the right to appeal the decision to the Director of Human Resource Services who can order another selection committee to consider the Administrator's application for placement.

An Administrator placed in a pool shall remain in that pool until appointed to a vacant principal/vice-principal position or to a maximum of five (5) years.

An Administrator appointed to an acting principal /vice principal position for at least five (5) months shall remain in the pool for three (3) years from the end date of the acting assignment or until the end of the original five (5) year period, whichever is later.

## **9. Administrators Declared Surplus**

In the event that school construction or school realignment results in an Administrator being declared surplus, the Administrator will remain in the Principal/Vice Principal pool and will be required to apply to vacant positions to secure a Principal/VP position. If an Administrator who is not in a Principal or VP pool is declared surplus, the Administrator will be required to apply for other Administrator positions or be reassigned to a classroom teaching position by applying to vacant classroom teaching positions.

## **10. Summer School**

The Summer School Principal shall receive four hundred dollars (\$400.00) in addition to the rate of salary at seventy percent (70%) of the per diem rate applicable to the Administrator. The rate of salary shall be as of August 1 of each year.

## **Strait Regional Centre for Education**

### **3. Sick Leave**

#### 3.1

- (a) Every Administrator shall be credited with twenty (20) days Sick Leave for each school year as a form of insurance protection against absences due to illness or injury.
- (b) It is recognized that sick leave can be used for medical, dental and optical appointments, however, it is desirable that these appointments being scheduled outside the normal instructional day.

3.2 Every Administrator may accumulate one hundred percent (100%) of his/her unused Sick Leave to a total of 195 days [one (1) full school year], in addition to the days quoted in section 3.1.

3.3 Administrators engaged by the Regional Centre will join the plan as of the date of the contract between the Regional Centre and the Administrator or the first working day of the Administrator whichever is first in time.

3.4 Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave, pursuant to section 3.1(a) has been expended.

3.5 Where an Administrator is employed by the Regional Centre, the Regional Centre shall credit the Administrator with any accumulated Sick Leave as credited with the immediate preceding employing Regional Centre for Education in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days.

3.6 It shall be the responsibility of the Regional Centre to maintain a record of days credited to each Administrator and days used by each Administrator.

3.7 Administrators may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The form used shall be that prescribed by the Regional Centre and such information shall be kept confidential.

3.8 Sick Leave shall be considered continuous employment with the Regional Centre for the purposes of determining salary increments and pensions.

3.9 The Regional Centre shall inform each Administrator on each pay advice the number of days credited to the Administrator.

3.10 When any Administrator employed by the Regional Centre and on sick leave under this section, is unable to commence working in September because of illness or injury, the Regional Centre shall pay that Administrator according to Sick Leave including accumulated days.

3.11 Subject to the provisions of section 3.2, Sick Leave shall cease to accumulate after an Administrator leaves the employ of the Regional Centre but any accumulation of Sick Leave to



the date of departure shall be reinstated if the Administrator resumes working for the Regional Centre.

- 3.12 Any permanent or probationary contract Administrator who has used his/her accumulated sick leave and becomes ill may, at the discretion and approval of the Regional Centre, draw an advance on Sick Leave to a maximum of ten (10) days.
- 3.13 Should an Administrator not return to his/her employment with the Regional Centre in the following year, as a result of termination of employment, such advance of Sick Leave payment as per section 3.12 will be payable to the Regional Centre by the Administrator, upon request by the Regional Centre.
- 3.14 Where the Regional Centre has reasonable concerns about the Administrator's ability to perform the Administrator's regular assignment upon the Administrator's return to work, the Administrator and their immediate supervisor will have an open discussion to jointly develop the proper procedures to be followed.
- 3.16 In the event that an Administrator informs his/her supervisor that the Administrator requires day for sick leave to attend a medical appointment and subsequently the school is closed on that day, and the appointment is cancelled, then it will not be credited against the Administrator's sick leave.

#### **4. Bereavement/Special Leaves**

##### 4.1

- (a) An Administrator shall be granted ten (10) days without loss of pay and benefits immediately following each death of a spouse, son or daughter. Spouse" means either: the member's legally married spouse or a person living with the member on a continuous basis in a conjugal relationship that is not a legal marriage, provided such relationship has existed for at least twelve (12) consecutive months.
- (b) An Administrator shall be granted five (5) days without loss of pay and benefits immediately following each death of: parent, step-parent, son-in-law, daughter-in-law, step-child, grandchild, brother, sister, mother-in-law, father-in-law, fiancée, former guardian, foster child in residence, grandparent, parent of the Administrator's child, grandparent of the Administrator's child.
- (c) An Administrator shall be granted three (3) days without loss of pay and benefits immediately following each death of a sister-in-law, brother-in-law, aunt or uncle, niece or nephew.
- (d) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
- (e) Where the interment or memorial service is not held within the time noted in 4.1 a, b or c, one (1) day of the leave may be deferred to the date of the interment or memorial service.

- 4.2 An Administrator shall be granted five (5) days without loss in pay and benefits for each incident for each serious illness of the persons referred to in section 4.1 (a) and (b).
- 4.3 An Administrator shall be entitled to Special Leave for a maximum of five (5) days without loss of pay and benefits in any school year for urgent and imperative reasons. With approval, these days may be used for care and comfort measures attending to the illness or medical treatment of the persons referred to in Section 4.1 (a) and (b).
- 4.4 Personal leave to a maximum of three (3) days per school year, with pay, may be granted to Administrators in the employ of the Regional Centre at the discretion of the Director of Human Resources. By August 1 of each year, the Chair of the Administrators advisory/consultative committee shall meet with the Director of Human Resources, or designate, and discuss the application of this section.
- 4.5 Total allowable days granted to an Administrator following a multiple death event shall be determined through consultation between the Administrator and the Regional Centre.

## **5. Leaves of Absence**

- 5.1 The Regional Centre shall grant a one (1) year Leave of Absence to a permanent Administrator continuing in the employ of the Regional Centre who applies for such leave for the purpose of study, research, travel, service as an official of an Administrators' professional organization, or attendance to personal affairs.
- 5.2 On completion of a one (1) year Leave of Absence for the purpose of study, research, travel or service as an official of an Administrators' professional organization, the Regional Centre shall grant a second such leave upon request. The Regional Centre may grant a second such leave for attendance to personal affairs.
- 5.3 Applications for a Leave of Absence for a full year shall be submitted to the Director of Human Resources on or before March 1st of the school year prior to the one in which leave is desired. The Regional Centre shall provide its reply within thirty (30) days of receipt of an application.
- 5.4 When a Leave of Absence for a full school year is granted to an Administrator, the Administrator cannot cancel the leave after April 15th of the year in which such application is made without the approval of the Regional Centre.
- 5.5 Applications for a Leave of Absence of less than one (1) year shall be applied as follows:
  - (a) for a Leave of Absence for five (5) days or less duration shall be applied for in writing to the Director of Human Resources as soon as possible and, except in exceptional circumstances, not less than one (1) week prior to the anticipated date of the commencement of the leave; and
  - (b) for a Leave of Absence greater than five (5) days and less than one full year shall be applied for not less than thirty (30) days prior to the anticipated date of the commencement of the leave.

Permission to take such leave shall not be unreasonably withheld provided the absence will not unduly affect the teaching and learning environment.

- 5.6 All pay and benefits of an Administrator shall be suspended while an Administrator is on Leave of Absence and shall be reinstated when the Administrator returns from the Leave of Absence.
- 5.7 On completion of Leave of Absence the Administrator will be assigned to the position he/she would have held if he/she had not been on Leave of Absence.
- 5.8 Administrators on leave of absence shall make their intentions for the following school year known to the Regional Centre, in writing, on or before March 1st of the current school year. If no notice has been received by the Regional Centre as of March 1st, the Regional Centre shall contact the Administrator by registered or certified mail and, if no response is received by the Regional Centre by April 15th, the Administrator shall be deprived of his/her benefit pursuant to Section 5.7. The requirements of this Section 5.7 shall be included in the letter approving the leave of absence.

## **6. Regional Centre Initiated Transfer**

- 6.1 Administrators may be transferred from one position to another position only after mutual discussion between the Administrator and the Regional Executive Director of Education. No Administrator shall be transferred after October 1<sup>st</sup> unless by mutual agreement of the Administrator and the Regional Executive Director of Education.
- 6.2 Any Administrator transferred through a Regional Executive Director of Education initiated transfer shall be compensated for the difference of his/her travel to and from his/her place of residence to the previous school for a period of one (1) year provided the distance to the new school exceeds the distance to the Administrators pervious school by at least (40) kilometers.

## **7. Administrative Staffing Procedures**

- 7.1
  - (i) The Strait Regional Centre for Education shall post all vacant and unfilled administrative and supervisory positions on the website for at least five (5) calendar days prior to the closing date of application. The posting is to be a separate posting and clearly titled administrative postings.
  - (ii) All teachers are eligible to apply for positions pursuant to 7.1
  - (iii) The Strait Regional Centre for Education shall post the name of the successful applicant on the website with twenty (20) days of the approval.
- 7.2 Promotion of teachers to supervisory positions shall be based upon abilities and qualification and where abilities and qualification are shown to be relatively equal, seniority shall be the determining factor.

# South Shore Regional Centre for Education

## Sick Leave

Every Administrator shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year.

Sick Leave will accumulate to a maximum of one hundred and ninety-five (195) days plus twenty (20) days granted in August of the new school year. For greater certainty, the maximum number of sick days claimed shall be two hundred and thirty-five (235) days.

The number of Sick Leave credits will be available to the Administrator via Employee Self-Service.

Where an Administrator is newly employed in the South Shore Region, the Administrator will be credited with any accumulated Sick Leave earned but not used with the immediate preceding Nova Scotia school district, up to a maximum of one hundred and ninety-five (195) days. The Administrator shall not be permitted to use any of the days so credited within the first year of employment with the Regional Centre.

Any Administrator on a permanent/probationary contract and who has been employed by the Regional Education Centre for at least two (2) years and in a given school year has exhausted all his/her current annual and accumulated Sick Leave and is ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.

A female Administrator shall be permitted to use up to fifty (50) days Sick Leave, if available, for leave of absence for pregnancy.

An Administrator on an unpaid Leave of Absence shall be considered to have continuous service but sick days shall not accumulate and cannot be claimed during the Leave of Absence.

An Administrator under active treatment in a certified detoxification program or in the Alcoholism and Drug Dependency Rehabilitation Program covered under the Teachers' Provincial Agreement shall be considered ill.

The total amount of Sick Leave to the credit of an Administrator who resigns or is terminated from the employ of the Regional Education Centre shall be reinstated if the teacher returns to the employ of the Regional Education Centre within five (5) years. The teacher shall not be permitted to use these days within the first year following return to the employ of the Regional Centre.

It is recognized that Sick Leave is claimable for necessary medical and dental treatments. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.

Administrators may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. Such request shall be from the Human Resources Department. The form used will be that prescribed by the Centre and such information shall be kept confidentially in the Administrator's Personal File.

## **Leave of Absence**

The Regional Education Centre shall grant a one (1) year Leave of Absence to any permanent Administrator who applies for such a leave.

The Regional Education Centre may grant an additional year's Leave of Absence to any Administrator on a Leave of Absence. Any permanent Administrator on an additional year's leave of absence shall return to a position within the region.

A Leave of Absence of less than one (1) year may be granted at the discretion of the Regional Centre.

Applications for a Leave of Absence of less than one (1) year shall be made in writing to the Director of Human Resources at least one (1) month prior to the anticipated date of commencement. In exceptional circumstances the Regional Education Centre may grant a Leave with less than one (1) month notice.

Applications for Leave of Absence of one (1) year shall be submitted in writing to the Director of Human Resources on or before March 1 of the school year prior to the one in which the leave is desired, with reply by April 5.

Applications for Leave of Absence for the purpose of serving as an official in their professional organization shall be submitted on or before June 15 of the school year prior to the one in which leave is desired.

The Administrator teacher agrees to notify the Regional Education Centre on or before April 1 of his/her intent of returning to the system under the jurisdiction of the Regional Education Centre.

All benefits of an Administrator shall be suspended while on Leave of Absence but shall be reinstated when they resume their duties with the Regional Education Centre.

Upon return from a Leave of Absence:

- (a) to the same or similar position or
- (b) to a position mutually agreed upon position.

Any Administrator elected as a Member of Parliament or Member of the Legislative Assembly or as a Municipal Representative shall, upon request, be granted a Leave of Absence for the period of time so elected.

Upon return from a Leave of Absence (elected as described above) an Administrator shall be reinstated to a position within the Region.

## **Special Leave**

An Administrator shall be entitled to Special Leave for a maximum of five (5) days with pay necessitated by each death occurring in the teacher's immediate family, or that of the teacher's spouse. Immediate family, shall include spouse, fiancée, parent, child, step child, step parent,

current mother in law, current father in law, current son in law, current daughter in law, brother, sister, grandparent, grandchild, former guardian, ward, foster child and same sex partner.

An Administrator shall be entitled to Special Leave to a maximum of three (3) days with pay necessitated by each death occurring in the teacher's non-immediate family. Non-immediate family shall include current sister in law, current brother in law, aunt, uncle, niece, and nephew.

Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.

Where the interment or memorial service for immediate family pursuant to Article 12.01(a) is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.

Administrators shall be entitled to Special Leave with pay to a maximum of ten (10) days in one school year for serious illness in the teacher's immediate family pursuant to Article 12.01(a) with the approval of the Director of Human Resources or designate. The Regional Education Centre may request supporting documentation of a serious illness from a qualified medical professional upon consultation with the Association.

With the approval of the Director of Human Resources, An Administrator shall be entitled to Special Leave with pay for a maximum of five (5) days in one school year for urgent and imperative reasons, including up to one (1) day for funeral of a friend.

When an active staff member passes away and the funeral service is held on a school day, Administrators may be permitted to attend the funeral service and the day shall be a claimable day.

The Regional Education Centre may grant Special Leave without pay to an Administrator when offering for election in a federal, provincial or municipal election subject to the following:

- (a) The granting of such leave shall be at the request of the Administrator and shall not be unreasonably withheld;
- (b) All days granted shall be full;
- (c) Up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
- (d) Up to five (5) days for municipal elections (all of these days shall be consecutive).

Upon request, the Director of Human Resources or designate may grant Administrators the right to attend the funeral of a member of the school community.

An Administrator who is required to attend court proceedings on behalf of the Regional Education Centre shall be entitled to Special Leave.

An Administrator who makes every reasonable effort, but is unable to get to their assigned work location, including Professional Development, because a public carrier changes its transportation schedule due to unforeseen circumstances shall not be penalized.

An Administrator on Regional Education Centre business, including Professional Development, who

is unable to get to school because a public carrier changes its schedule due to unforeseen circumstances shall not be penalized. It shall be incumbent upon the teacher to produce documentation to support the claim.

An Administrator shall be entitled to special leave for a maximum of ten (10) days with pay to be a living donor. This leave would allow An Administrator the time required for testing, counselling, consultation, extraction and recovery.

### **Summer School**

Regional Administrators will be given preference of appointment when hiring for Summer School semesters.

Salary shall be at the rate determined by the Regional Centre.

Except under extenuating circumstances, no itinerant teacher shall be responsible for work at more than three (3) schools in any one (1) school day.

### **Pupil Transportation & Pupil Transportation Reimbursement**

In instances where An Administrator is required to maintain a current class of driver's license, or to obtain a driver's license of a different class from that which he/she currently holds for the purpose of providing pupil transportation, then the Regional Education Centre shall:

- (a) pay the costs of medical and eye examinations that are required for that particular license; and,
- (b) provide release time for the teacher's driving test whenever a test is necessary and must be scheduled during the school day.

### **Staff Allocation Plan**

The Regional Education Centre shall make its reasonable best efforts by May 1st of each year to formulate a staffing proposal for the following school year. Such proposal shall indicate the manner in which it intends to staff its schools and the allocation of supervisory personnel, specialists and teachers. The staffing proposal shall identify all vacant or unfilled positions, which are then known or reasonably foreseen.

The Regional Education Centre will consult with each Administrator, when beginning to develop the staffing proposal and immediately prior to implementing the proposal.

### **Transfer**

The Regional Education Centre will not ordinarily transfer Administrators from one work location to another without the consent of the Administrator.

### Administrator-Initiated Transfers

Administrators are encouraged to let the Directors of Education and Programming and Human Resources know of their preferred assignments each year so that discussion can occur to meet accommodations.

### **Vacancies and Appointments**

Notice of all Administrative vacancies, which were not filled through recall or transfer, as well as newly created positions, shall be posted on the Regional Centre's web site.

Applications for such vacancies shall be forwarded to the Human Resources Department, according to the time frame described in the posting using the Regional Education Centre on-line application system.

Only those best suited of the qualifying candidates will be invited to interview.



# Tri-County Regional Centre for Education

## 1. LEAVE

### Sick Leave

Every full-time Administrator shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Administrators who work on a less than full time basis shall receive a pro-rated amount of Sick Leave.

Every Administrator shall accumulate Sick Leave to a total of one hundred and ninety-five (195) days in addition to the 20 days' entitlement commencing August 1st in each school year. For greater certainty, the maximum number of sick days claimed shall be two hundred and thirty-five (235) days.

Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave granted twenty (20) days Sick Leave commencing August 1st in each school year) has been expended. Accumulated days used shall be deducted from the accumulated total.

Where an Administrator is employed by the Tri-Country Regional Centre for Education (TCRCE), the TCRCE shall credit the Administrator with any accumulated Sick Leave as credited with the immediate preceding education entity, up to a maximum of one hundred and ninety-five (195) days. The Administrator shall not be permitted to use any of the days so credited within the first year of employment with the Centre.

Any Administrator on a permanent/probationary contract and who has been employed by the TCRCE for at least two (2) years and in a given school year has exhausted all his/her current annual and accumulated Sick Leave and is ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.

A female Administrator shall be permitted to use up to fifty (50) days Sick Leave, if available, for Leave of Absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the Administrator is receiving EI benefits.

An Administrator on an unpaid Leave of Absence shall be considered to have continuous service but sick days shall not accumulate and cannot be claimed during the Leave.

An Administrator under active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program shall be considered ill.

It is recognized that Sick Leave is claimable for necessary medical and dental treatment of an Administrator. However, it is expected that, whenever possible, all such appointments shall be made outside of school hours.

Administrators may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The Administrator will use the "Request for Medical Information" form prescribed by the Centre. Such certificate shall be returned to the Director of Human Resources such information shall be kept confidential.

Administrators returning from an extended illness who are requiring accommodation shall be required to complete the form prescribed by the Centre. The Regional Centre shall pay any fee applicable for completing the form.

### **Leave of Absence**

The RED, or designate, shall grant a one (1) year Leave of Absence to any permanent contract Administrator who applies for such a leave. The RED, or designate, may grant an additional year's Leave of Absence to any permanent contract Administrator on Leave of Absence.

A Leave of Absence of more than one (1) month but less than one (1) year may be granted at the discretion of the RED, or designate. Applications for a Leave of Absence of more than one (1) month but less than one (1) year shall be made in writing to the Director of Human Resources at least thirty (30) working days prior to the anticipated date of commencement. In exceptional circumstances the RED, or designate, may grant a leave with less than one (1) month notice.

A Leave of Absence of less than one (1) month may be granted at the discretion of the RED, or designate. Applications for a Leave of Absence of less than one (1) month shall be made in writing to the Director of Human Resources at least seven (7) working days prior to the date of commencement with reply no later than five (5) working days.

The Director of Human Resources shall explain the reasons for denial of an application of Leave of Absence for less than one (1) month in writing to the applicant.

Applications for Leave of Absence of one (1) year shall be submitted in writing to the Director of Human Resources on or before March 10 of the school year prior to the one in which the leave is desired, with reply by April 15.

Applications for Leave of Absence for the purpose of serving as an official of the Public School Administrators Association shall be submitted on or before June 15 of the school year prior to the one in which leave is desired.

The Administrator agrees to notify the Director of Human Resources on or before April 15 of his/her intent of returning to the system under the jurisdiction of the TCRCE.

All benefits of an Administrator shall be suspended while an Administrator is on Leave of Absence but shall be reinstated when the Administrator returns to the TCRCE.

Upon return from a Leave of Absence, an Administrator shall be reinstated:

- (a) to the same or similar position in the same school if practicable but not necessarily the exact same administrative assignment, held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the Administrator shall be treated in the same manner as he/she would have been treated but for the Leave of Absence; or
- (b) to a position mutually agreed upon by the Administrator and the RED, or designate.

Any Administrator elected as a Member of Parliament or Member of the Legislative Assembly or Municipal Representative shall, upon request, be granted a Leave of Absence for a period of time so elected. Upon return from the Leave of Absence an Administrator shall be reinstated to a position within the system. The TCRCE shall make reasonable best efforts to place such an Administrator in an available administrative position that is geographically located within a reasonable distance from the Administrator's normal place of residence or work.

### **Special Leave**

An Administrator shall be entitled to Special Leave for a maximum of five (5) days with pay necessitated by each death occurring in the Administrator's immediate family, or that of the Administrator's spouse. Immediate family shall include spouse, parent, child, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandparent, grandchild, former guardian, ward, and same sex partner.

An Administrator shall be entitled to Special Leave to a maximum of three (3) days with pay necessitated by each death occurring in the Administrator's non-immediate family. Non-immediate family shall include current sister-in-law, current brother-in-law, aunt, uncle, niece, and nephew.

Where the burial occurs more than 400 kilometres from the Administrator's place of residence, such leave shall also include reasonable travel time, not to exceed an additional two (2) days; more than 400km to 600km entitled to one (1) day; more than 601km entitled to two (2) day

Where the interment or memorial service for immediate family is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.

Administrators shall be entitled to Special Leave with pay to a maximum of ten (10) days in one school year for serious illness in the Administrator's immediate family. For any days taken beyond five (5) days medical documentation may be required. An Administrator may apply to the RED, or designate, for additional unpaid leave for serious illness in the family.

With the approval of the RED, or designate, an Administrator shall be entitled to Special Leave with pay for a maximum of five (5) days in one school year for urgent and imperative reasons. This clause may be used for serious illness in the Administrator's immediate family and the RED, or designate, may require proof of illness. This leave may also include urgent and imperative personal appointments that cannot be attended to by anyone else, nor re-scheduled to a non-school day.

An Administrator shall be granted three (3) days without loss of pay for care and comfort measures attending to the illness, including medical appointments not covered elsewhere in this Agreement, of a parent, step-parent, child, step-child, grandchild, partner, or a person for whom they have been declared a guardian. This leave shall be drawn against sick leave entitlement.

When an active staff member passes away and the funeral service is held on a school day, an Administrator shall, with the approval of the Regional Executive Director of Education or designate, be permitted to attend the funeral service with no loss in pay.

No Administrator shall suffer a loss of salary when absent because a public carrier on which the Administrator is due to travel changes its transportation schedule due to unforeseen circumstances. In such a case, it shall be incumbent upon the Administrator to produce documentation to substantiate the claim.

The RED, or designate, may grant Special Leave without pay to an Administrator when offering for election in a federal, provincial or municipal election subject to the following: the granting of such leave shall be at the request of the Administrator and shall not be unreasonably withheld; all days granted shall be full; up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive); and up to five (5) days for municipal elections (all of these days shall be consecutive).

Upon request, the RED, or designate, may grant Administrators the right to attend the funeral of a teacher, student, TCRCE employee or school volunteer.

An Administrator who is required to attend court proceedings on behalf of the TCRCE shall be entitled to Special Leave.

An Administrator shall be entitled to Special Leave for a maximum of ten (10) days without loss of salary to be a living donor. This leave would allow an Administrator the time required for testing, counselling, consultation, extraction and recovery.

## **2. PUPIL TRANSPORTATION REIMBURSEMENT**

In instances where an Administrator is required to maintain a current class of driver's license, or to obtain a driver's license of a different class from that which he/she currently holds, then the TCRCE shall:

- (a) pay the costs of medical and eye examinations that are required for that particular license; and,
- (b) provide release time for the Administrator's driving test whenever a test is necessary and must be scheduled during the school day.

## **3. STAFFING**

### **RED Initiated Transfer**

In unusual circumstances, the RED, or designate, may transfer an Administrator from one school / location /division to another. Such circumstances include (a) exceptional personnel reasons related to staff, students or the community or (b) for operational reasons relating to enrollment and/or programs. A transfer shall not become effective until the Director of Human Resources, or designate, has discussed the matter with the Administrator.

### **Staffing**

In filling an administrative position:

All the candidates shall compete on the following criteria: qualifications, abilities and experience and the TCRCE shall determine the weight to be given to each of the criteria.

An administrative position shall be defined as an appointment that would result in the supervision of teaching staff.

A selection process, including interviews, shall be followed for all administrative positions which become vacant or are posted on an acting basis. In all such staffing decisions, the TCRCE shall be bound by its Hiring of Staff Policy.

#### **4. VIOLENCE AGAINST ADMINISTRATORS**

It is recognized that proper school discipline is essential to educational achievement and a positive school climate; acts of violence and/or abuse in the school are not acceptable.

It is recognized that it is the responsibility of school Administrators to keep order and good discipline in their schools.

If the discipline concern remains unresolved, the Administrator(s) shall have the right, to address the issue with the Regional Executive Director of Education and Director of Human Resources (or designate).