

## 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.

## **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.*

### 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 internment 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.