

THIS AGREEMENT made in triplicate this 29th day of Sept^{ber} 1993, A.D.

SOURCE	Union		
EFF.	93	08	01
TERM	90	12	31
No. OF EMPLOYEES	284		
NOMSR D'EMPLOYÉS	dt		

BETWEEN.

The 'ANNAPOLIS DISTRICT SCHOOL BOARD, a School Board established under the provisions of the Education Act, hereinafter called the "BOARD"

of the first part

AND

The NOVA SCOTIA TEACHERS UNION, a body corporate, representing TEACHERS EMPLOYED BY THE BOARD, hereinafter Called the "UNION"

of the second part

WITNESSETH that the parties hereto in consideration of the mutual covenant herein set out and for other good and valuable consideration between the said parties have agreed with each other as follows:

ARTICLE 1 TERM OF AGREEMENT

1.01 The provisions of the Agreement shall be effective as of the first (1st) day of August, 1993, A.D. and shall remain in full force and effect until the thirty first (31st) day of December, 1994, A.D., or until a new Agreement is reached in accordance with the Teachers' Collective Bargaining Act for the Province of Nova Scotia.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.01 The Local of the Union shall no later than September 30 of each school year appoint not more than five (5) teachers to be members of a committee which shall be known as the Grievance Committee and the function of which shall be to deal with grievances.
- 2.02 The Union shall inform the Board in writing of the members of each Grievance Committee and of any change in the membership thereof.
- 2.03 Where a teacher or the Union has a dispute with the Board or its representative regarding interpretation, application, operation. or any alleged violation of this Agreement, the dispute shall constitute a grievance and shall be processed according to procedure set forth in this article.
- 2.04 Within ten (10) business days after the alleged grievance has come

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to the attention of the ~~grievor~~, the ~~grievor~~, with ~~or~~ without the Grievance Committee, may present the grievance in writing to the Superintendent of ~~Schools~~, or to some person designated by the Superintendent; the ~~grievor~~ shall forthwith ~~provide~~ the Grievance Committee with a copy of the grievance.

2.05 Within ten (10) ~~business~~ days of receipt of the grievance by the Superintendent, or by the person designated by the Superintendent, he/she shall reply in writing to the ~~grievor~~ and forthwith provide the Grievance Committee with a copy of the reply.

2.06 If the reply ~~is~~ not acceptable to the ~~grievor~~, the Grievance Committee and the Superintendent shall meet within ten (10) business days and shall endeavour to settle the grievance.

2.07 If the Grievance Committee and the Superintendent are unable to settle the grievance, the Grievance Committee, at its discretion, may within ten (10) business days of the meeting with the Superintendent deliver notice in writing to the Secretary of the Board of the intention of the Grievance Committee to refer the grievance to the Board.

2.08 Within ten (10) business days of the referral of the grievance to the Board, the Board and the Grievance Committee shall meet and endeavour to settle the grievance.

2.09 If the Board and the Grievance Committee are unable to settle the grievance as a result of the meeting held pursuant to clause 2.08 hereof, then the Union may, within ten (10) business days of the meeting, advise the Board in writing that the grievance shall be referred to an arbitrator.

2.10 The arbitrator shall be appointed by mutual agreement between the Board and the Union within ten (10) business days of the receipt by a party of the notice of referral pursuant to 2.09. If the parties are unable to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the Minister of Labour for the Province of Nova Scotia, upon the request of either party.

2.11 The arbitrator shall meet with the parties within ten (10) business days of his/her appointment and shall render his/her decision within the next succeeding ten (10) business days and shall forthwith send a written copy of the decision to both parties.



- 2.12** The ~~decision~~ of the arbitrator shall be final and binding upon the Board, the Union and the teacher(s).
- 2.13** The arbitrator shall not reach any decision ~~inconsistent~~ with the terms and conditions of this Agreement, nor alter, amend or modify any of the provisions thereof.
- 2.14** One-half (**112**) of the costs, ~~expenses~~ and fees of the arbitrator shall be paid by the Union and one-half (1/2) by the Board.
- 2.15** If advantage of the provisions of ~~this~~ article has not been taken ~~within the time limits stipulated herein~~, the grievance shall be deemed to have been abandoned. On the other hand, the ~~grievor~~ may proceed to the next step in the case of absence of a stipulated meeting or answer within the ~~stipulated~~ time limits.
- 2.16** The time limits may ~~be~~ extended by mutual agreement.

ARTICLE 3 SALARIES

- 3.01** In ~~the~~ event that the Board overpays a teacher, such overpayment shall be returned to the Board as directed by the Board. Should such payment cause the teacher demonstrated hardship, then a mutually agreed upon method, over a twelve month period, will be satisfactory.

ARTICLE 4 METHOD OF PAYMENT

- 4.01** The Board shall pay each teacher in its employ by direct deposit in the teacher's personal account at the financial institution, of his/her choice;
- 4.02** Notwithstanding ~~4.01~~, teachers in ~~the~~ employ of the Board who are presently being paid by cheque, may continue to be paid by cheque subject to the following:
- i) all cheques shall be mailed to the teacher's home address, where applicable;
 - ii) ~~a teacher~~ who has elected to be paid by cheque may ~~elect~~ to accept ~~the~~ direct deposit method at any time with thirty (30) days written prior notice to the School Board office.
- 4.03** The monthly payment shall be equal to one-twelfth (1/12th) of the gross annual salary, ~~less authorized~~ deductions, with the net amount being paid in two (2) equal Installments pursuant to **4.04**.
- 4.04** Each teacher in the employ of ~~the~~ Board shall receive his/her pay on the fifteenth (15th) and ~~last~~ day of each month, beginning in

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August of each year.

4.05 Effective August 1, 1993, substitute teachers in the employ of the Board shall receive payment for days taught no later than the second regular payday after the days taught.

4.06 If the pay day pursuant to 4.04 is not a banking day then the teachers shall be paid on the banking day immediately preceding the scheduled pay day.

4.07 Notwithstanding 4.04, teachers new to the system shall receive their August salary on the first teaching day in September providing the Board has received the required documentation regarding certificate level, years of service and personal deductions.

4.08 The July monthly payment shall be the adjustment cheque.

ARTICLE 5 DEDUCTIONS

5.01 In addition to the deductions required by law and upon receipt of authority from any teacher, the Board shall deduct from the salary of the teacher the following items:

- i) NSTU Group Insurance Premiums:
- ii) Nova Scotia Teachers' Credit Union payments; if they are included in the Johnson monthly billing:
- iii) such other deductions as may from time to time be agreed upon by the Board and the Union.

5.02 On the first pay day of each month, the Board shall provide each teacher in its employ with a written statement showing the gross monthly salary, the authorized deductions taken and the amounts and dates of the two (2) monthly payments. Such statements will be placed in an individual sealed envelope for each teacher and delivered to the teacher's place of employment during school months and his/her residence during the summer,

5.03 The Board shall itemize on each teacher's income tax T4 slip, the amount of money deducted as Union dues.

5.04 The Board shall deduct the annual Union dues from each teacher in its employ, in equal monthly installments commencing in the month of August, in such number of installments as determined by the Union.

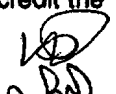
5.05 Deductions authorized for the Nova Scotia Teachers Credit Union and for the Nova Scotia Teachers Union Group Insurance shall be



forwarded no later than five (5) days after the second pay period of the month for ~~which~~ deductions are withheld.

ARTICLE 6 SICK LEAVE

- 6.01** Every teacher shall be entitled to twenty **(20)** days sick leave per school year.
- 6.02** Every teacher may accumulate one hundred percent (100%) of his/her unused sick leave pursuant to 6.01 to a maximum of one (1) full school year.
- 6.03'** Accumulation ceases when the maximum limit of one **(1)** full school year has been reached.
- 6.04** Unused days In the previous year which cannot be accumulated ~~are~~ cancelled and void.
- 6.05** New teachers engaged by the Board shall join the plan when they join the staff.
- 6.06** It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 6.07** ~~The~~ Board shall inform in writing, each teacher In Its employ, no later than the fifteenth (15th) day of October, ~~the number~~ of days credited to each teacher.
- 6.08** Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave has been expended, as per Clause 6.01 above and Clause 6.02 above.
- 6.09** When any teacher employed by the Board is unable to commence teaching in September because of illness or accident, the Board shall pay that teacher up to a maximum of his/her accumulated days.
- 6.10** It is recognized that sick leave is claimable for necessary medical and dental treatment of a teacher.. However, it is understood ~~that~~, whenever possible, all such appointments shall ~~be~~ made outside of school ~~hours~~.
- 6.11** In case of pregnancy, a teacher shall be entitled to use up to forty (40) days leave with pay, providing she has sufficient sick leave to her credit. It is understood that this clause will be inoperative while the **SUB** plan is in effect as In the Agreement between the **Minister of Education** and the **Nova Scotia Teachers Union**.
- 6.12** When a teacher is employed by the Board, the Board shall ~~credit the~~



teacher with accumulated sick leave as ~~credited~~ with the immediate preceding employing Board In Nova Scotia to a maximum as provided in 6.02.

6.13 Accumulated sick leave of teachers who resign, shall be reinstated provided the teacher returns to the employ ~~of the~~ Board ~~within~~ three (3) years and further provided such sick leave has not been credited with another Board.

6.14 Any teacher who ~~has~~ used his/her accumulated sick leave and becomes ill in any teaching year shall become entitled to draw, upon presentation of a medical certificate, an advance on sick leave from the next year up to a maximum of ten (10) day\$. If such advance ~~is~~ made to any teacher who does not return to employment with the Board in the year following such advancement, the said teacher **must** repay the Board the sum so advanced no later than twelve (12) months after the date of advancement.

6.15 Where a teacher ~~leaves~~ the employ of the Board under circumstances that would amount to breach of contract and that teacher has used sick leave benefits in excess of sick leave earned, then such excess, shall be recovered from the teacher by the Board.

6.16 Alcoholism or drug dependency under active treatment in a Certified Detoxification Program ~~or~~ in the Alcoholism and Drug Rehabilitation Program covered under the Teachers' Provincial Agreement, shall be considered an illness.

ARTICLE 7 TEACHER EDUCATION FUND

7.01 The Board shall annually provide an Education Fund, hereinafter referred to as "the Fund", an amount equal to a percentage of the approved salary budget for all employees paying dues to the Nova Scotia Teachers Union. Effective January 1, 1994, said percentage shall be one decimal one percent (1.1%).

7.02 Commencing January 1, 1994, the fund shall provide for one (1) sabbatical Leave each school year provided at least one (1) applicant meets the eligibility requirements. The remainder of the Fund shall be global in its application and can be allocated in the following areas:

- i) Sabbatical Leave
- ii) Special Study Leave

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- iii) Conference Grants
- iv) Professional Development Grants
- v) In-Service Education
- vi) Extra Curricular Expenses;
- vii) Career Development Grants.

7.03 The Teacher Education Fund shall be administered by a Committee of five (5), hereinafter referred to as "the Committee":

- i) Two (2) representatives of the Board;
 - ii) Two (2) representatives of the teachers appointed by the Annapolis Local of the NSTU;
 - iii) The Superintendent of Schools as a non-voting Chairperson.
- A Board Secretary shall attend meetings of the Committee to record the minutes of the meetings.

7.04 The Committee shall:

- i) draw up the appropriate guidelines and application forms relating to this article;
- ii) prepare a budget for the disposition of the total fund into the various categories and make this known to the teaching staff on or before May 31st of each year;
- iii) have the freedom to re-allocate funds within its budget during its fiscal year and to notify the teaching staff of any change made;
- iv) establish the rates to be paid for salary and/or expenses in each category and make these known to the teaching staff on or before May 31st of each year;
- v) process all claims for expenses and approve the amount of the claims to be paid from the fund.

7.05 If the Board has not approved its annual budget prior to the Committee's yearly budget meeting the Board shall provide the committee with an accurate estimate of the money available to the committee for the year. When the Board does approve its budget It shall immediately make known to the Committee the exact sum of money available for the year.

7.06 Claims for Conference Grants, Professional Development Grants, Extra Curricular Expenses and Career Development Grants shall be submitted, on the approved forms, to the Committee on or before

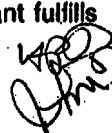


November 15th of each school year.

- 7.07** Payment of claims pursuant to **7.05** shall normally ~~be~~ made with the first pay cheque in December of each year.
- 7.08** Should the total of eligible ~~claims~~ for each category, pursuant to **7.05**, exceed the respective funds allocated ~~by~~ the Committee, the funds shall be allocated on an equitable basis.
- 7.06)** In ~~the~~ event that the Committee is unable to reach agreement on any aspect of its responsibilities and deadlock occurs, the Committee ~~shall~~, upon request of two (2) voting members, engage a professional person agreeable to both the Union and Board representatives to act as arbitrator.
- 7.10** If, within ten (10) business days from the date of the deadlock, the Committee ~~is~~ unable to name a mutually agreeable arbitrator, the Chairperson of the Committee ~~shall~~ immediately request ~~the~~ inspector of Schools for the Annapolis District to name an arbitrator.
- 7.11** The arbitrator shall meet with the parties within ~~ten~~ (10) business days of his/her appointment and shall render his/her decision within the next succeeding ten (10) ~~business~~ days and shall forthwith send a written copy of the decision to both parties.
- 7.12** The arbitrator shall not reach any decision inconsistent with terms and conditions of this article nor alter, amend or modify any of the provisions thereof.
- 7.13** The decision of ~~the~~ arbitrator shall be final ~~and~~ binding.
- 7.14** The arbitrator's fees ~~and/or~~ expenses shall be the responsibility of the Teacher Education Fund up to a maximum of two hundred fifty dollars (\$250.00). An arbitrator's fees ~~and/or~~ expenses in excess of two hundred fifty dollars (\$250.00) will be shared equally by the Board and Union.
- 7.15** Any surplus from the Teacher Education Fund shall be carried forward to the following year and added to the sum pursuant to 7.01.
- 7.16** On or before April ~~30th~~, the Board shall provide the ~~Committee~~ with a general account statement relating to the expenditures under this Article ~~for~~ the previous year.

SABBATICAL LEAVE

- 7.17** The Committee may grant a Sabbatical Leave to a teacher for the purpose of full-time study or research provided the applicant fulfills



the eligibility requirements. Such leave shall be related to the work for which the teacher is responsible or may reasonably expect to be responsible in the school system. A full description of the proposed study or research must accompany the application.

7.18 The Board shall pay the teacher(s) granted Sabbatical Leave eighty percent (80%) of the teachers' current salary. From their salary the Board shall deduct at source, teacher's pension deductions, income tax and other authorized deductions pursuant to Article 5, DEDUCTIONS. The Board's share of Unemployment Insurance, Canada Pension and medical plan premiums shall be a charge against the fund.

7.19 Sabbatical Leave shall be considered continuous service with the Board and all benefits such as salary increments and cumulative sick leave will be in effect.

7.20 Sabbatical Leave will be granted for a period of one (1) full school year.

7.21 A teacher desiring Sabbatical Leave shall apply in writing, on the approved form, to the Superintendent of Schools or the Secretary of the Board, on or before March 1 of a given school year and attach a written recommendation, either positive or negative, from his/her principal.

7.22 The Superintendent of Schools or the Secretary of the Board, upon receipt of an application, shall forward a photocopy to each member of the Committee.

7.23 The Committee shall give preference to the following applicants in order of priority:

- i) a permanent contract teacher whose position has been phased out and who requires further training to effectively fill another position;
- ii) those following a program of study or research which will be more beneficial to the system;
- iii) those who have never been granted a Sabbatical Leave by the Board;
- iv) those holding lower teaching certificates.

7.24 A teacher who has received a Sabbatical Leave shall become eligible to apply for a second such leave five (5) years after the

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initial leave.

- 7.25** The Board shall notify the ~~teacher(s)~~ concerned of the approval of the Sabbatical Leave prior to the ~~last~~ teaching day in March of the same year as application for Sabbatical Leave is made. Such notification shall be confirmed in writing.
- 7.26** A teacher granted Sabbatical Leave must agree to teach for the Board for a ~~minimum~~ of two (2) years immediately following the year of Sabbatical Leave.
- 7.27** There shall be no limit of age requirements.
- 7.28** Sabbatical Leave shall not be granted for the purpose of study to prepare for another trade or profession.
- 7.29** Sabbatical Leave shall not be granted for the purpose of engaging in gainful occupation except in the case of a specific teacher, such as an instructor in shop work, or family studies.
- 7.30** To be eligible for Sabbatical Leave the teacher must have a permanent contract and be employed in at least his/her fifth year of teaching with the Board.
- 7.31** In the event that the ~~teacher~~ does not return to work for the Board at the end of his/her Sabbatical Leave, except due to personal illness, disability, or death, he/she shall, when requested to do so by the Board, immediately pay to the Board a sum equal to the money paid to him/her by the Board while on Sabbatical Leave. In the event of his/her return to the Board, but failing to remain in its employ for the required time, pursuant to 7.26, except due to personal illness, disability or death, he/she shall, when requested to do so by the Board, pay to the Board on his/her leaving its employ a sum arrived at by pro rating the amount of allowance received by him/her while on Sabbatical Leave to the portion of time pursuant to 7.26, which he/she worked for the Board following his/her return from Sabbatical Leave. The Board shall place any repayment in the account of the Teacher Education Fund.
- 7.32** When a teacher returns from a Sabbatical Leave, the Board shall make every reasonable effort to reinstate the teacher to the position held immediately prior to going on Sabbatical Leave. If this is not possible, the Board shall make every reasonable effort to reinstate the teacher to a position mutually agreed upon by the teacher and

the Board. If this is not possible, the Board shall reinstate the teacher in a comparable position, consistent with the teacher's training and previous experience with the Board.

SPECIAL STUDY LEAVE

- 7.33 The Committee may grant a Special Study Leave to a teacher for the purpose of engaging in a specific program of study within a school year. Such Special Study Leave shall be related to the work for which the teacher is responsible or may reasonably expect to be responsible in the school system. A full description of the specific program of study must accompany the application and a budget of expenses related to the program of study must also be included.
- 7.34 The Board shall pay to the teachers granted Special Study Leave the amount of salary awarded by the Committee. From their salary, the Board shall deduct at source, teacher's pension deductions, income tax and other authorized deductions pursuant to Article 5, DEDUCTIONS. The Board's share of Unemployment Insurance, Canada Pension and medical plan premiums shall be a charge against the fund.
- 7.35 The Committee may also agree to contribute to the expenses incurred by a teacher which are directly related to his/her program of study.
- 7.36 Special Study Leave shall be considered continuous service with the Board and all benefits such as salary increments and cumulative sick leave will be in effect.
- 7.37 Special Study Leave may be granted for any period up to one-half (1/2) a school year.
- 7.38 A teacher desiring Special Study Leave shall apply in writing, on the approved form, to the Superintendent or the Secretary of the Board and attach a written recommendation, either positive or negative, from his/her Principal. Applications shall be made:
- i) at least sixty (60) days before the program is to commence if the leave desired is for more than fifteen (15) school days;
 - ii) at least one (1) month before the program is to commence, if the leave is for fifteen (15) or fewer school days.
- 7.39 The Superintendent of Schools or the Secretary of the Board, upon receipt of an application, shall forward a photocopy to each member

of the Committee.

7.40 The Board shall notify the teacher that the Special Study Leave has **been** approved or rejected, within ten **(10) business** days of the date of receipt of the ~~submission at~~ Central Office if the leave requested is for fifteen (15) or fewer school days and within one (1) month if the leave requested is for more than fifteen **(15)** school days. Such notification shall be confirmed in writing.

7.41 A teacher granted a Special Study Leave must agree to teach for the Board for twice the number of days for which his/her **Special** Study Leave was granted,

7.42 In the event that the teacher does not return to work for the Board at the end of his/her Special Study Leave, except due to personal illness, disability, or death, he/she shall, when requested to do so by the Board, immediately pay to the Board a sum equal to the money paid to him/her by the Board while on Special Study Leave. In the event of his/her return to the Board, but failing to remain in its employ for the required time, pursuant to 7.41, except due to personal illness, disability or death, he/she shall, when requested to do so by the Board, pay to the Board on his/her leaving its employ a sum arrived at by pro rating the amount of allowance received by him/her while on Special Study Leave to the portion of time pursuant to 7.41 which he/she worked for the Board following his/her return from Special Study Leave. The Board shall place any repayment in the account of the Teacher Education Fund.

CONFERENCE GRANTS

7.43 The Board agrees to pay from the Fund, the expenses, as authorized by the Committee, of a teacher attending an educational conference on a school day(s) provided the Board or its agent has **approved** the teacher attending the conference. Such approval shall not be unreasonably withheld.

7.44 Conference expenses shall be paid at the rates established by the Committee. All charges excluding mileage must be supported by vouchers.

7.45 The expenses of a teacher who attends a conference at the Board's request shall not be charged against the Fund.

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PROFESSIONAL DEVELOPMENT GRANTS

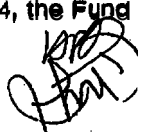
- 7.46 The Board agrees to pay from the Fund, the tuition expenses, as authorized by the Committee, of teachers who audit or complete courses for the purpose of improving their professional abilities and qualifications.
- 7.47 There shall be no limit on the number of grants a teacher can receive in a year.
- 7.48 To qualify for a grant for a course the teacher must be under contract with the Board as of the beginning and ending date of the course.
- 7.49 Each grant shall be paid at the rate specified by the Committee.
- 7.50 Tuition receipts and a copy of a transcript verifying completion of a course(s) or tuition receipts for an audit course(s) shall constitute an application.

IN-SERVICE EDUCATION

- 7.51 The In-Service Education portion of the Fund shall be used to help defray the costs involved in organizing:
- I) teacher-initiated in-service days;
 - ii) Board-initiated in-service days;
 - iii) any other teacher-initiated or Board-initiated learning situation that is held during non-school hours and/or non-school days and that is comparable to an in-service day and that has the prior approval of the Committee.
- 7.52 Application for an in-service grant shall be made on the approved form to the Committee at least one (1) month prior to the date of the in-service. All applications except those under 7.51 (iii) must have the approval of the Board or its representative.

EXTRA CURRICULAR EXPENSES

- 7.53 The Board agrees to pay from the Fund financial assistance, as authorized by the Committee, to a teacher attending clinics, seminars or workshops directly related to a school-approved extra curricular activity with which he/she is involved.
- 7.54 The Board, or its agent, must give prior approval for any absence on a school day(s) and such approval shall not be unreasonably withheld.
- 7.55 Should a substitute teacher be required, pursuant to 7.54, the Fund



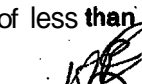
shall be charged with the day's(s') salary of the absent teacher.

- 7.56** A teacher, desiring an Extra Curricular Expenses Grant, shall apply in writing, on the approved form, to the Superintendent or the Secretary of the Board at least one (1) month before the program is to commence and attach a written recommendation, either positive or negative, from his/her principal.
- 7.57** The Superintendent or the Secretary of the Board, upon receipt of application, shall forward a photocopy to each member of the Committee.
- 7.58** The Committee shall notify the applicant of its decision within ten (10) business days of the receipt of the application at Central Office. Such notification shall be confirmed in writing.

CAREER DEVELOPMENT GRANTS

- 7.59** The Board agrees to pay from the Fund financial assistance, as authorized by the Committee, to a teacher who attends, during non-teaching days, a conference, seminar, workshop or clinic which, in the opinion of the Committee, is to the educational advantage of the teacher and the school system.
- 7.60** The application must be received one (1) month prior to the date of the conference, seminar, workshop or clinic.
- 7.61** The Committee shall notify the applicant of its decision within ten (10) business days of receipt of the application at Central Office. Such notification shall be confirmed in writing.
- 7.62** The Committee shall determine the amount of financial assistance for each Career Development Grant. Each application shall contain a list of expenses for which the applicant wishes to be reimbursed.

ARTICLE 8 LEAVE OF ABSENCE

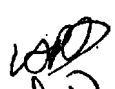
- 8.01** The Board shall grant a one (1) year Leave of Absence to any teacher on permanent contract who applies for such leave.
- 8.02** Applications for Leave of Absence of one (1) year shall be submitted to the Superintendent of Schools on or before March 1 of the school year prior to the one in which leave is desired. Applicants shall be notified of the Board's decision on or before April 1.
- 8.03** The Board may grant a Leave of Absence for periods of less than one (1) year.
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- 8.04** Applications for a Leave of Absence of less than one (1) year duration shall be delivered ~~in~~ writing to the Board not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances the Board may grant leave with less than two (2) months notice.
- 8.05** While on a year's Leave of Absence, a teacher may apply to the Board, pursuant to **8.02**, 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 Board.
- 8.06** A teacher who has had a Leave of Absence from the Board is eligible to apply for another one (1) year Leave of Absence whenever the teacher ~~is~~ in at least the fifth (5th) consecutive year of employment with the Board since returning ~~from~~ his/her previous Leave of Absence.
- 8.07** When a teacher returns from a Leave of Absence the Board shall make every reasonable effort to reinstate ~~the~~ teacher to the position held immediately prior to going on Leave of Absence. If this ~~is~~ not possible, the Board shall make every reasonable effort to reinstate ~~the teacher~~ to a position mutually agreed upon by the teacher and the Board. If this is not possible, the Board shall reinstate the teacher in a comparable position, consistent with the teacher's training and previous experience with the Board.
- 8.08** A teacher on Leave of Absence shall before April first (1st) notify the Superintendent whether or not he/she is returning to the staff for the next school year. If notification is not received, the Board is not required to continue to employ the teacher.
- 8.09** Notwithstanding **8.07**, if during a Leave of Absence, a reduction of staff is found to be necessary, then the teacher(s) on Leave of Absence shall be considered part of the active teaching staff and shall be considered, pursuant to, Article 17, STAFF REDUCTION AND SENIORITY, with the total staff in selection for teaching positions.
- 8.10** All benefits of a teacher shall be suspended while a teacher is on a Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board.



- 8.11** Notwithstanding 8.01, the Board shall not be compelled to grant more than fifteen (15) Leaves of Absence for any school year.
- 8.12** Notwithstanding 8.01, the Board may deny a Leave of Absence to any applicant whose absence in the opinion of the Board would seriously affect the educational program of the Board.
- 8.13** In the event that a teacher is denied a Leave of Absence pursuant to 8.12, that teacher shall be assured a Leave of Absence in the subsequent year should he/she apply.

ARTICLE 9 SPECIAL LEAVE

- 9.01** Each teacher in the employ of the Board shall be entitled to Special Leave with full pay for a maximum of ten (10) days in one (1) school year necessitated by death in his or her Immediate family or the immediate family of his or her spouse.
- 9.02** The Immediate family shall include the spouse, mother, father, child, sister, brother, grandmother, grandfather, grandson, granddaughter, son-in-law, daughter-in-law and legal dependents.
- 9.03** Notwithstanding 9.01, no more than five (5) days may be taken for any one (1) death and all days taken for any death must be taken within one (1) week of the death.
- 9.04** Each teacher in the employ of the Board shall be entitled to additional Special Leave with full pay for a maximum of five (5) days in one (1) school year for urgent or imperative responsibilities. Urgent or Imperative responsibilities shall be defined as:
- i) serious illness in his/her immediate family or the immediate family of his/her spouse;
 - ii) victim of a serious fire, flood or earthquake;
 - iii) attendance at the funeral of a brother-in-law or sister-in-law of a single teacher or an aunt or uncle of a teacher to a maximum of one (1) day per death;
 - iv) the death of a non-related member of a teacher's household to a maximum of one (1) day per death;
 - v) attendance at the graduation exercise of a post-secondary institution in which a spouse or child of a teacher is on the graduation list to a maximum of two (2) days per school year, with a maximum of one (1) day per spouse or child.
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- vi) any good and sufficient reason as approved by the Board or its representatives.

9.05 Each teacher in the employ of the Board shall be entitled to Special Leave with full pay for the purpose of writing university examinations to a maximum of one (1) full day in one (1) school year.

9.06 The Board may grant Special Leave without pay to a teacher when he/she is offering for election in a Federal, Provincial or Municipal election subject to the following:

- i) the granting of such leave shall be at the request of the teacher, and shall not be unreasonably withheld;
- ii) all days granted shall be full;
- iii) up to twenty (20) days for Federal elections. Of these days the first five (5) may be non-consecutive, the remainder shall be consecutive;
- iv) up to fifteen (15) days for Provincial elections. Of these days the first five (5) may be non-consecutive; the remainder shall be consecutive;
- v) up to five (5) days for Municipal elections. All of these days shall be consecutive.

ARTICLE 10 INSURANCE PLAN

10.01 The Board shall pay fifty percent (50%) of the monthly premium of the existing NSTU Total Care Family Policy for each teacher in its employ.

10.02 The teacher is responsible for obtaining the policy.

10.03 All clerical work is the responsibility of the Union Insurance Administration.

ARTICLE 11 LIABILITY INSURANCE

11.01 The Board shall obtain a Personal Liability Policy.

11.02 The Policy shall provide protection for each teacher against Personal Liability while acting as an agent of the Board.

11.03 The Policy shall provide protection for each teacher in the amount of one million five hundred thousand dollars (\$1,500,000.00).

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

11.05 The policy shall be a first payer in relation to any policy carried by or on behalf of the teacher.



ARTICLE 12 PUPIL TRANSPORTATION'

12.01 No teacher, while acting as an agent of the Board, shall transport students in his/her own vehicle without prior written approval of the Board or its representative. To obtain said approval, each teacher shall have the appropriate driver's license and Insurance coverage for Public Liability and Property Damage in an amount of not less than one million dollars **(\$1,000,000.00)** inclusive limits.

12.02 Each such teacher who obtains said insurance coverage under the provisions of 12.01, shall ensure that the following is **NOT** considered an excluded use under "Excluded Uses" contained in the section General Provisions, Definitions, and Exclusions in his/her policy:

"The occasional and infrequent use by' the insured of his/her automobile for the transportation of children to and from school activities conducted within the educational program."

12.03 The Board shall obtain insurance coverage to the amount of four million dollars **(\$4,000,000.00)**. This policy shall be a second payer in respect to the Public Liability and Property Damage carried by the teacher.

12.04 Within two (2) weeks of the receipt of a travel claim, a teacher shall be paid mileage, at the rate paid to school board members when using his/her personal vehicle for transporting students to and/or from approved events. The teacher must receive prior approval from the Board or its representatives before using his/her vehicle. The claim shall be made on a form mutually agreeable to the parties, provided by the Board, through the office of the principal. Such money spent shall be a charge against the Pupil Transportation Fund provided each school.

ARTICLE 13 TEACHERS' PERSONAL FILE

13.01 All procedures pertaining to the teacher's personal file shall be in accordance with Article 12 of the Provincial Agreement dated February 27, 1987.

13.02 A teacher shall be granted permission to copy any and all entries in his/her file during regular office hours and shall be in the presence of a member of Central Office staff.

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ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01** A Service Award/Death Benefit shall be paid to a teacher who has ten (10) or more years of service with the Board who:
- i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund: or
 - ii) has attained the age of at least fifty-five (55) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers: or
 - iii) elects a deferred pension under the Nova Scotia Teachers' Pension Act: or
 - iv) **dies in the service** of the Board.
- 14.02** A Service Award/Death Benefit shall be calculated at the rate of decimal three two five, percent (.325%) for each year of service with the Board multiplied by the annual rate of salary applicable to a teacher holding a TC5 certificate, eleventh position on the last day of employment with the Board.
- 14.03** The Service Award/Death Benefit shall be paid in one (1) lump sum or in two (2) equal installments over a one (1) year period at the discretion of the teacher.
- 14.04** When a teacher dies in the service of the Board, the Service Award/Death Benefit shall be paid to the deceased's estate.
- 14.05** Notwithstanding **14.04**, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.
- 14.06** Notwithstanding **14.01** and **14.03**, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- i) the full Service Award/Death Benefit available to the teacher;
 - ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 14.07** The following conditions must be met before funds shall be released pursuant to **14.06**:



- i) the teacher has resigned his/her position;
- ii) the teacher requests the Board, in writing, to release the funds;
- iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
- v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

ARTICLE 15. TRAVEL ALLOWANCE

- 15.01** The cost of transportation from place of residence to assigned teaching position for the day is the responsibility of the teacher.
- 15.02** Should two schools be involved in one (1) day's assignment, the distance from school one to school two and return to school one shall be the responsibility of the Board.
- 15.03** Notwithstanding 15.01, any initial daily teaching assignment of an itinerant teacher, the distance to which is greater than that to the teacher's home school, the extra mileage shall be paid for by the Board.
- 15.04** The home school of an itinerant teacher is defined as the school at which the principal receives the Supervisory Allowance, and has the Supervisory responsibility for the teacher.
- 15.05** The Travel Allowance paid shall be at the prevailing rate paid to School Board members.

ARTICLE 16 RIGHT TO UNION REPRESENTATION

- 16.01** Should a meeting of a disciplinary nature be held between the teacher and the Board and/or the Board's representative, the teacher shall have the right to call on an NSTU representative as an advisor-observer.

ARTICLE 17 STAFF REDUCTION AND SENIORITY

- 17.01** The Board shall develop and maintain annually an up-to-date written seniority list. Copies of the list shall be sent to the President of the Local of the Union.
- 17.02** **SENIORITY**
- i) Seniority shall denote the last consecutive period during

which a teacher has in fact been employed by the Board.

- ii) Seniority shall ~~be~~ computed in the following manner:
 - a) years of consecutive service ~~with~~ the Board;
 - b)** should the years pursuant to **(a)** be equal, then total years of ~~service with~~ the Board;
 - c) should the years pursuant to **(b)** be equal, then **total** years of service in the Province of Nova Scotia;
 - d)** should ~~the~~ years pursuant to **(c)** be equal, then total years of teaching experience;
 - e)** ~~should~~ the years pursuant to **(d)** ~~be~~ equal, then seniority shall be the decision of the Board.
- iii) Seniority shall ~~continue~~ to accumulate:
 - a) during a **teacher's** absence as described ~~in~~ Regulations under the Education Act or Teachers' Provincial Agreement;
 - b)** notwithstanding ~~8.08~~, during a Leave of Absence with or without pay;
 - c) in all other cases for which a professional agreement between the NSTU and the School Board expressly provides.
- iv) Seniority is lost for any one of the following reasons:
 - a) resignation of the teacher;
 - b)** ~~the~~ dismissal which remains uncontested or is confirmed by the **Board of Appeal**;
 - c) in the case of a **probationary** teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction;
 - d)** any **teacher** dismissed because of failure to accept a position.

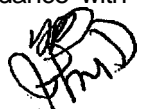
17.03 **STAFF REDUCTION**

'When it is necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition.

17.04 **RETENTION**

In the event that staff reduction is necessary, teachers ~~shall~~ be retained by the Board as follows:

- i) firstly, Permanent Contract teachers In accordance with



seniority;

- ii) secondly, Probationary Contract teachers.

17.05

PROCEDURES

- i) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- ii) Teachers directly affected by staff reduction policy shall be informed by the Board or Its officers as soon as a firm decision is made.
- iii) The Board shall provide a suitable letter for any teacher leaving because of staff reduction.
- iv) The Board shall maintain a list of all teachers formerly employed in the system who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to annually advise the Board of his/her availability and all changes in address. Failure to do so will constitute a waiver on the part of the teacher to the right to be employed.
- v) Positioning of a teacher on the list pursuant to (iv) shall be based on the seniority of the teacher at the time of staff reduction.
- vi) Teachers on the Re-employment List shall, according to their length of service with the Board, be given first opportunity to fill positions that subsequently become open or are created within the system provided that, in the opinion of the Board, they possess the qualifications, abilities and competence, necessary to the position.

17.06

PROGRAMS

- i) If the Board is of the opinion that the teacher, who is to be laid off in accordance with the seniority provisions, is essential to maintain a full complement of teachers in a program including administration, the next least senior teacher shall be laid off provided there is no Permanent Contract teacher who is interested in and prepared to undertake further training in said program.
- ii) If a teacher undertakes further training, then the teacher who was deemed essential shall remain in the program until such



time as the teacher who is undergoing further training returns to the District.

ARTICLE 18 MARKING AND PREPARATION TIME

18.01 The Board shall make every reasonable effort to grant each teacher a minimum of forty (40) minutes per day (or time equivalent) free from ~~teaching~~, and departmental and ~~administrative~~ meetings, for purposes of ~~marking~~ and preparation. Such time shall be in excess of the teacher's lunch period.

ARTICLE 19 TRANSFER OF TEACHERS

19.01 Teachers in the employ of the Board shall not be transferred unreasonably.

19.02 Without prior consultation between a teacher and the Board, or its representative, a teacher shall not be transferred ~~from~~ school to school, grade to grade or subject to subject, for the ensuing school year. Such prior consultation shall ~~include~~ the Board's reasons for the transfer.

19.03 If it is necessary to transfer teacher(s) from ~~school~~ to school, due to shifting enrolment patterns, the Board shall make every reasonable effort to find teacher(s), within the affected schools, who ~~will~~ volunteer to transfer and are suitable in ~~the~~ opinion of ~~the~~ Board.

19.04 If volunteer(s) cannot be found pursuant to **19.03**, in ~~school(s)~~ which must lose teacher(s), the Board shall make every reasonable effort to transfer teacher(s), within ~~the~~ affected schools, with ~~the least~~ seniority with the Board.

19.05 ~~Should a~~ teacher transfer occur within a school year, there shall be every reasonable effort made to provide up to two (2) weeks between the time a teacher is officially informed of the transfer, by the Board ~~or~~ its agent, and the time the transfer actually takes place.

19.06 All teacher requests for transfers for the ensuing school year shall be directed to the Superintendent ~~on~~ or before April 15.

ARTICLE 20 SUBSTITUTE TEACHERS

20.01 Subject to the availability of teachers, substitute teachers shall be hired by the Board whenever a teacher is absent. The Union agrees that the teachers under ~~the~~ jurisdiction of the Board ~~will~~ make every reasonable effort to assist the Board and the



Administration to cover for the absent teacher when no satisfactory substitute is readily available.

20.02 Notwithstanding 20.01, the principal may mutually agree with a teacher that circumstances permit that a substitute need not be hired.

Examples of such circumstances shall include:

- i) an ~~inservice~~ involving all the teachers in the school;
- ii) organization days, administration days, and marking and grading days, all with the exception of long-term substitutes; and;
- iii) an absence of fifty percent (50%) or less of the school day in order to receive medical/dental treatment, attend a funeral not covered under Article 9, **Special Leave**, attend committee meetings, or similar circumstances.

ARTICLE 21 CLASS SIZE/PUPIL-TEACHER RATIO

21.01 The Board shall make every reasonable effort to ensure that maximum class size shall not exceed thirty (30).

21.02 The Board shall not change its pupil-teacher ratio, as adopted from time to time, without first informing the President of the Local of the Union.

ARTICLE 22 TEACHER ASSIGNMENT

22.01 Each teacher on continuing contract shall be notified, by the Superintendent or his/her representative, of the assigned school and the major subject area and/or grade level for the next school year prior to May 30, based on available information.

22.02 If circumstances require a teacher assignment to be changed after May 30, the teacher shall be notified as soon as reasonably possible and shall be given the circumstances which require the change to be made.

22.03 If after April 15, it is necessary for a change in the assigned school or a major change in the subject area or grade level taught, the teacher so involved shall have the right to terminate his/her contract within thirty (30) days of notification.

ARTICLE 23 CONTRACTING OUT

23.01 There shall be no contracting out unless by mutual agreement between the parties to this agreement.

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23.02 This ~~article~~ shall not preclude the hiring of school aides.

ARTICLE 24 BOARD-TEACHER COMMITTEE

24.01 There shall be a Board-Teacher Committee consisting of three (3) representatives of the Board and ~~five~~ (5) representatives of the teachers employed by the Board. On or before September ~~30th~~, the Board and the Union shall provide one another with the names of ~~their~~ representatives who are to serve on the Committee.

24.02 The Committee shall have at least two (2) meetings per year: one (1) meeting prior to December ~~31~~ and one (1) meeting between January and May.

24.03 The Secretary of the Board shall be responsible for ~~calling~~ the ~~meeting~~ and preparing the agenda from the items ~~submitted~~ by the representatives pursuant to 24.01.

24.04 Notwithstanding 24.02, a meeting shall be called within ten (10) days upon written request to the ~~Secretary~~ of the Board by two (2) or more representatives pursuant to 24.01.

24.05 The ~~Superintendent~~ of Schools and the Secretary of the Board may attend Committee meetings.

24.06 Minutes of the ~~Committee meetings~~ shall be the joint responsibility of the Secretary of the Board and the Secretary of the teachers' representatives.

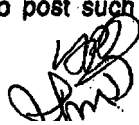
ARTICLE 25 TEACHER EXCHANGE

25.01 When a teacher wishes to participate in an exchange program with another school or schools under ~~the jurisdiction~~ of the Board, the Board shall approve the proposal if the plan ~~is~~ considered feasible by the two (2) ~~respective~~ Principals and the Superintendent of Schools.

25.02 The Board shall not unreasonably withhold ~~permission~~ for teachers or supervisory personnel to ~~participate in~~ any teacher exchange. The Board shall provide, in writing, the specific ~~reason(s)~~ for their ~~refusal~~ to teachers or supervisory personnel who are refused permission to undertake a teacher exchange.

ARTICLE 26 APPOINTMENTS TO STAFF

26.01 The Board agrees that all teaching and ~~supervisory~~ positions that become vacant shall be advertised in all schools under the jurisdiction of the Board. Every effort will be made to post such



notices for a minimum of two (2) weeks prior to the application deadline.

26.02 No teaching position shall be considered vacant until all permanent contract teachers and all probationary teachers being retained by the Board, in accordance with this Agreement and the Provincial Agreement have been assigned and all teacher transfer requests that are acceptable to the Board have been effected.

26.03 The Board agrees that Permanent and Probationary Contract teachers employed by the Board shall be given preference in filling vacancies provided said teachers have, in the opinion of the Board, the qualifications, abilities and competence necessary to fill the requirements of the position(s), all other considerations being equal.

26.04 After the procedures outlined in 26.01 and 26.02 and 26.03 have been fulfilled, the Board agrees that all remaining vacant positions shall be filled by the Board in accordance with the following list of priorities, provided said teachers have, in the opinion of the Board, the qualifications, abilities and competence necessary to fill the requirements of the position(s):

- i) teachers laid off in accordance with Article 17, STAFF REDUCTION AND SENIORITY;
- ii) full-time and part-time Term teachers and teachers who had full-time and part-time term contracts with the Board during the fifteen (15) months prior to the application deadline for a position;
- iii) teachers referred by the Provincial Placement Committee in accordance with Article 20 of the Teachers' Provincial Agreement dated the 27th day of February, 1987;
- iv) substitutes who have been employed by the Board during the fifteen (15) months prior to the application deadline for a position.

26.05 If vacant positions still exist after the procedures outlined in 26.04 have been fulfilled, the Board shall invite applications by advertisement in a newspaper with province-wide circulation.

26.06 Notwithstanding 26.05, administrative positions may be advertised provincially, concurrently with the posting in 26.01.



- 26.07 The principal of the school where ~~the~~ vacancy exists, shall be involved in the process of selection of applicants for consideration by the Board.

ARTICLE 27 PRESIDENT'S RELEASE TIME

- 27.01 Upon request made to the Superintendent of Schools, the Superintendent shall grant the President of the Local (NSTU) time free from teaching when such time is requested as directed by the NSTU Executive at the Provincial level.

ARTICLE 28 EDUCATIONAL EVENTS

- 28.01 Teachers who have been granted permission by the Board or one of its representatives to accompany Board-approved school-sponsored teams, student committees and student trips during the school hours shall not suffer any loss of salary.

ARTICLE 29 MINUTES

- 29.01 The Board shall supply the President of the Local of the Union with one (1) copy of the unapproved minutes of Board meetings.
- 29.02 The Board shall provide each principal with one (1) copy of the unapproved minutes of Board meetings. The principals shall make these said minutes available to the teachers of the schools.
- 29.03 The Board shall supply the President of the Local of the Union with a copy of its budget after it is approved by the Board and the Department of Education as well as a copy of its audited annual financial statement.
- 29.04 The Local of the Union shall provide the Board with one (1) copy of the unapproved minutes of its regular meetings.

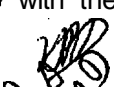
ARTICLE 30 SERVICE

- 30.01 Service recognized by any Board replaced by the District Board, shall be deemed to be service with the District Board.

ARTICLE 31 PROTECTIVE EQUIPMENT

- 31.01 Any teacher who requires personal safety apparel for the performance of his/her duties may apply for financial assistance to the appropriate committee of the Board. This committee shall meet the teacher at their next regular meeting.

ARTICLE 32 NON-UNION MEMBERS

- 32.01 Teachers employed by the Board shall be entitled to exercise the rights of resignation from the Union in accordance with the
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Teaching Profession Act.

- 32.02** The Board shall deduct Union dues from the salaries of non-Union members as they do for active Union members.

ARTICLE 33 INDIVIDUAL CONTRACTS

- 33.01** The Board shall enter into an individual contract with every teacher in its employ in accordance with the contract provisions of the Teachers' Provincial Agreement.

ARTICLE 34 RECOGNITION

- 34.01** The Board recognizes the Union as the sole bargaining agent for and on behalf of all teachers employed by the Board.

ARTICLE 35 PROMOTION

- 35.01** For the purpose of promotion, ability, professional qualifications and length of service with the Board are the determining factors, all other considerations being equal.

ARTICLE 36 FAIRNESS CLAUSE

- 36.01** The Board and the Union shall exercise their rights under this professional agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this professional agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their successors.

A handwritten signature, possibly reading "J. H. D.", is written in the bottom right corner of the page.

IN WITNESS WHEREOF the parties hereto execute this Agreement as of the date and year first above written,

SIGNED, SEALED AND DELIVERED

in the presence of:

Annapolis District School Board

Leah Rhoades
WITNESS

Bonnie Johnson
CHAIRPERSON

The Nova Scotia Teachers Union

Harold Quette
WITNESS

John MacDonald
PRESIDENT

Annapolis District Local of the
Nova Scotia Teachers Union

D. M. Cameron
WITNESS

Patricia Maher Cross
PRESIDENT

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