

SOURCE	Sch. Bd		
EFF.	99	04	28
TERM.	2002	07	31
No. OF EMPLOYEES	670		
NOMBRE D'EMPLOYÉS	A H		

**THIS AGREEMENT** made in triplicate this 28th day of April, 1999 A.D.

**BETWEEN:**

The **Strait Regional School Board**, of the Province of Nova Scotia, hereinafter called the "Board"

**Party of the first part**

And

The **Nova Scotia Teachers Union**, a body corporate, pursuant to Chapter 109 of the Statutes of Nova Scotia, 1968, *The Teaching Profession Act*, hereinafter referred to as the "NSTU"

**Party of the second part**

**PREAMBLE**

The Regional Agreements contain provisions affecting the terms and conditions of employment which are not negotiated, at the Provincial level. As such Regional Agreements are one of four instruments that govern the working lives of all teachers. The four instruments are:

- (1) The Education Act,
- (2) Provincial Agreement,
- (3) Regulations made under the Education Act, and
- (4) Regional Agreements.

Validly enacted regulations issued pursuant to the Education Act supersede regional agreements where there is conflict; the regulations themselves are superseded by the Provincial Agreement where there is conflict; and the Education Act, the statutory authority, supersedes all else in this employer-employee relationship. Any interpretation of the rules governing the employment of a teacher will be subject to the respective weight of these four instruments: the Education Act, the Provincial Agreement, Regulations issued pursuant to the Education Act and the Regional Agreements.

Whereas it is the desire of both parties to this Agreement to:

*L.R.  
11/4/2000*

*11293(01)*

- (a) maintain and improve the harmonious relations and conditions of employment between the Strait Regional School Board and its teachers based on mutual respect and dignity;
- (b) recognize the mutual value of joint discussions in all matters pertaining to employment through established mechanisms appropriate to the collective bargaining regime;
- (c) promote the morale, well-being and security of teachers;
- (d) provide the highest standard of education and service possible for the students of the Strait Regional School Board within the bounds of available resources;
- (e) create positive and safe learning environments for the students and teachers of the Strait Regional School Board; and
- (f) promote a relationship of respect, goodwill and cooperation between the Strait Regional School Board and teachers, students, parents and other members of our educational community.

Now, therefore, the parties agree as per the following articles:

**ARTICLE 1 - DEFINITIONS**

In this Agreement:

- 1.1 “Agreement” means this Collective Agreement between the Strait Regional School Board and the Nova Scotia Teachers Union.
- 1.2 “Board” means the Strait Regional School Board.
- 1.3 “Day” is a day on which the Strait Regional School Board is scheduled to be open for regular business.
- 1.4 “Priority Placement List” means the list of teachers who have been declared redundant in their schools and who will receive priority in placement pursuant to Article 36 - Transfer of Teachers and Article 37 - Board Initiated Transfer (Redundancy).
- 1.5 “RRC” means the Regional Representative Council of the Nova Scotia Teachers Union.
- 1.6 “Redundant Teacher” means that teacher in a school who, subject to program protection, is the least senior teacher in that school based upon system wide seniority and who has no position remaining in that school for the following school year.
- 1.7 “School Year” means the period commencing at 12:01 **am** on August 1 and ending at 11:59 pm on July 31.

- 1.8 “Service” means any service recognized by any District Board replaced by the Board, it shall be deemed to be service with the Board.
- 1.9 “Substitute Teacher” is a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by the Board.
- 1.10 “Teacher’s Provincial Agreement” means the professional agreement between the Minister of Education and Culture and the Nova Scotia Teachers Union.

## **ARTICLE 2 - DURATION OF AGREEMENT**

- 2.1 The term of this agreement shall be from the date of signing to July 31, 2002 or until a new Agreement is reached in accordance with the Teachers’ Collective Bargaining Act for the Province of Nova Scotia.
- 2.2 Either party to this Agreement may, within the period of five (5) months next preceding the date of expiry of the term of, or preceding termination of the Agreement, by notice in writing, require the other party to the Agreement to commence collective bargaining.

## **ARTICLE 3 - RECOGNITION**

- 3.1 The Board acknowledges and recognizes the Nova Scotia Teachers Union as the sole bargaining agent for and on behalf of all teachers employed by the Board.
- 3.2 The Board further recognizes the Union to be the professional organization for the teachers in the Province of Nova Scotia.
- 3.3 The Board recognizes that it shall deal only with the Union and its official representatives in any consultation process.
- 3.4 The Union and the Board encourage all teachers in its employ to participate in activities sponsored by their professional organization.
- 3.5 The parties acknowledge that the Board is vested with the responsibility of managing, in a fiscally responsible manner, the Strait Regional School Board system and of operating its programs and services. The responsibilities, subject to this Agreement and the Teachers’ Provincial Agreement, include but are not limited to the following:
- (a) Maintain order, safety and discipline;
  - (b) Hiring, promoting, demoting, transferring, disciplining, or suspending teachers, or terminating teacher’s contracts;

- (c) Enforcing safety, health and fire regulations;
- (d) Changing existing facilities;
- (e) Laying off teachers because of lack of work or discontinuance of a function; and
- (f) Planning and controlling the quality of the teaching program.

**ARTICLE 4 - FAIRNESS**

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

**ARTICLE 5 - MANAGEMENT-TEACHER COMMITTEE**

6 E 2

5.1 - The Board and the Union shall establish a Management Teacher Committee made up of not more than four (4) teacher employees appointed by the Union and four (4) representatives appointed by the Board. A Board representative and a Union representative from the committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

5.2 The mandate of the Management-Teacher Committee is to consider matters of concern to either party provided that it does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.

5.3 The Management-Teacher Committee shall meet in October, December, February and April and at such other times as circumstances dictate.

5.4 A meeting of the Committee can be called by either party provided there is at least two weeks notice and that the date of the meeting is mutually agreeable to both parties.

5.5 The agenda for each Management -Teacher Committee meeting shall be made **up** five (5) working days prior to the meeting as mutually agreed to by the joint chairpersons

5.6 The Board will provide a secretary to record and circulate the minutes of the meeting.

5.7 Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

**ARTICLE 6 - TEACHER-BOARD COMMITTEE**

6 E 7

6.1 The Board and Union agree to establish a Teacher-Board Education Committee to discuss matters of concern to either party.

6.2 The Committee shall be comprised of:

- (a) the members of the Board, or such fewer numbers as the Board may determine, but in no event less than four (4); and
  - (b) A minimum of four (4) representatives with no greater than eleven (11) representatives as the Union may determine.
- 6.3 By mutual agreement, the Union and the Board may invite other persons to attend all or part of a meeting.
- 6.4 The Committee shall meet at least twice during the school year, on or before November 15 and again on or before April 15 and at such additional times as may be mutually agreed.
- 6.5 The Union and the Board shall be jointly responsible for arranging meetings of the Committee. The Union and the Board may submit items to a designated member of the Board's Central Office staff who will prepare a tentative agenda which shall be distributed to Committee members not less than ~~three~~ (3) working days prior to the meeting.

## **ARTICLE 7 - GRIEVANCE/ARBITRATION**

- 7.1 The Union shall appoint and the Board shall recognize a committee of the Union as a Grievance Committee representing all regular members of the Union to deal with their interpretation, application, operation or any alleged violation of this Agreement.
- 7.2 The Union shall inform the Board in writing of the members of the Grievance Committee and of any change in the membership thereof.

### **Teacher/Union Grievance**

- 7.3 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.
- 7.4 Within ten (10) working days after the alleged grievance has come to the attention of the grievor, the grievor, with or without the Grievance Committee, may present the grievance in writing to the Director of Human Resources or to some person designated by the Director or Human Resources, and the grievor shall forthwith provide the Grievance Committee with a copy of the grievance.

- 7.5 Within ten (10) working days of receipt of the grievance by the Director of Human Resources, or by the person designated by the Director of Human Resources, he/she shall reply in writing to the grievor and forthwith provide the Grievance committee with a copy of the reply.
- 7.6 If the reply is not acceptable to the grievor, the Grievance Committee and the Director of Human Resources shall meet within ten (10) working days and shall endeavour to settle the grievance.
- 7.7 If the Grievance Committee and the Director of Human Resources are unable to settle the grievance, the Grievance Committee, at its discretion, may within ten (10) working days of the meeting with the Director of Human Resources deliver notice in writing to the Superintendent requesting a meeting with the Superintendent (together with the Board if the Superintendent so determines).
- 7.8 Within ten (10) working days of the referral of the grievance to the Superintendent, the Superintendent and the Grievance Committee shall meet and endeavour to settle the grievance. The Superintendent may have present the Director of Human Resources as a resource person.
- 7.9 If the parties are unable to settle the grievance as a result of the meeting held pursuant to Article 7.8 hereof, then the Union may, within ten (10) working days of the meeting, advise the Board in writing that the grievance shall be referred to an arbitrator.

### **Board Grievance**

- 7.10 (a) Where the Board has a dispute with the Union regarding interpretation, application, operation, or any alleged violation of this Agreement, the dispute shall constitute a grievance and shall be processed according to the procedure set forth in this Article ;
- (b) Within ten (10) working days after the alleged grievance has come to the attention of the senior administrators of the Board, the Board may present the grievance in writing to the Chair of the Grievance Committee of the Union;
- (c) Within ten (10) working days of receipt of the grievance by the Chair of the Grievance Committee, the Grievance Committee and the Director of Human Resources shall meet and shall endeavour to settle the grievance;
- (d) If the Director of Human Resources and the Grievance Committee are unable to settle the grievance, the Board at its discretion, may within ten (10) working days of the meeting with the Grievance Committee advise the Union in writing that the grievance shall be referred to an arbitrator.

- 7.11 The arbitrator shall be appointed by mutual agreement between the Board and the Union within ten (10) working days of the receipt by a party of the notice of referral pursuant to Article 7.9 and 7.10. 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.
- 7.12 An Arbitration Board may be appointed by mutual agreement between the parties.
- 7.13 The Arbitrator once appointed shall meet on the grievance as expeditiously as possible and shall render a decision no later than one (1) month from the end date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties. A copy of the written decision shall be sent forthwith to both parties.
- 7.14 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.
- 7.15 The decision of the arbitrator shall be final and binding upon the Board, the Union and ~~the~~ teacher(s).
- 7.16 One-half (1/2) of the costs, expenses and fees of the arbitrator shall be paid by the Union and one-half (1/2) by the Board.
- 7.17 There shall be no media publication of any proceedings under this article, and all hearings shall be held "in camera".
- 7.18 The time limits may be extended by mutual agreement
- 7.19 For the purposes of this Article only, working days are those employment days other than a Saturday, Sunday or holiday as per this Agreement, when the Board offices are open for regular business.

#### **ARTICLE 8 - BOARD POLICY, MINUTES & INFORMATION**

- 8.1 The Board shall supply the Union with a copy of minutes of Board meetings within two (2) weeks of approval of the minutes.
- 8.2 (a) The Board (at least thirty (30) days prior to Board consideration) shall forward to the Union a draft of proposed changes in educational or personnel policy.
- (b) The Union shall respond to Board draft policy(ies) within thirty (30) days of receipt of same or within such time as the Board may direct.
- (c) Seven (7) days prior to consideration, or within such time as the Board may require, the Union shall present its views on the draft policy(ies) to the Board.

- (d) The Board shall not introduce any policy which alters, contradicts, amends, negates or circumvents this Agreement.
- 8.3 Copies of policies, motions, resolutions and bylaws, or rules and regulations adopted by the Board which affect the members of the Union are to be forwarded to the Union.
- 8.4 Copies of all Board policies, including insurance policies which affect teachers shall be made available to the Union within one (1) month of the effective date if requested.
- 8.5 The Board shall annually provide to the Union a final Board budget as approved by motion, within one (1) week of receipt of request.

**ARTICLE 9 - METHOD OF PAYMENT**

- 9.1 Except as herein otherwise provided, the Board shall pay by cheque or direct deposit to the teacher's personal account at the financial institution of his/her choice on each alternate Thursday, to each teacher in its employ, an amount equal to the teacher's annual salary divided by twenty-six (26) less authorized deductions.
- 9.2 The first pay date in the school year shall be the second Thursday in August excepting that, whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the immediately preceding school year, then the first pay date in place of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August.
- 9.3 When a date specified in Article 9.1 falls on Remembrance Day or within the Christmas break, March break or the first week of the summer vacation, then the pay for that date shall be issued on and dated for the last teaching day prior to that date. July cheques or stubs due after the first week of summer vacation and all subsequent cheques and stubs shall be mailed to the teacher.
- 9.4 Notwithstanding Article 9.2, new teachers to the system shall receive the August cheques at the school to which they are assigned on the first (1st) day of school in the school year.
- 9.5 The final cheque of the school year shall be equal to the difference between the applicable annual salary and the actual salary received by regular cheques less authorized deductions.
- 9.6 The parties to this Agreement will encourage teachers to use the direct deposit system. This option may be made within the first month of the signing of this Agreement and thereafter prior to August 1 of any year.



- 9.7 The payment stub or cheque for teachers not on direct deposit will be delivered directly by the Board to the teacher's place of employment on or before the applicable payment date. When the schools are closed, or in exceptional circumstances, the payment stub or cheque for teachers not on direct deposit will be delivered by the first business day following a reopening after closure. During summer school recess, pay stubs or cheques will be mailed to the teacher's residence.
- 9.8 Any teacher shall contact the Board to give instructions for the mailing or pick-up of payment stubs or cheques if the teacher wants a change in the method previously communicated to the Board.
- 9.9 Overpayment of salary made as a result of an error may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the salary cheques due the teacher over a twelve (12) month period, or such lesser period as the teacher may be under contract with the Board. If the amount owing exceeds one thousand dollars (\$1,000.00), the Board agrees to extend the repayment schedule to twenty-four (24) months or such lesser period as the teacher may be under contract with the Board.
- 9.10 There shall be no recovery of salary overpayment after *four* (4) years have elapsed between the date overpayment occurred and the date in which overpayment is discovered.
- 9.11 The last July payment shall be the adjustment payment. Deductions for non-claimable days will be deducted *from* the first possible pay period immediately following receipt by the Finance Department of notification of such absences.
- 9.12 The Board shall make every reasonable effort to notify teachers well in advance, when a period of greater than two (2) weeks will occur between pay periods.

#### **ARTICLE 10 - DEDUCTIONS**

- 10.1 In addition to the deductions required by law and this agreement, upon receipt of authority from a teacher, the Board shall deduct from the salary of such teacher the following items:
- (a) Nova Scotia Teachers Group Insurance Premium;
  - (b) Existing arrangements for deductions of Town and Municipal Taxes until December 31, 1999;
  - (c) Existing arrangements for deductions for payments pledged to area fund raising drives until December 31, 1999;
  - (d) Nova Scotia Teachers Credit Union deductions;

- 10 (e) The annual Union dues from each teacher in its employ, in equal monthly instalments commencing in the month of August, in such number of instalments as determined by the Union;
- (f) Canada Savings Bonds;
- (g) Deferred Salary Leave; and *monthly*
- (h) Such other deductions as may be agreed upon from time to time, such agreement not to be unreasonably withheld.

10.2 The Board shall indicate all deductions from the salary of each teacher by itemizing them on a stub attached to the teacher's salary cheque or attached to a direct deposit statement.

10.3 The Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union dues and such T-4 form shall be given to the teacher if reasonably practicable by January 31st and in any case, not later than February 15th of any year.

10.4 Any deductions shall be forwarded by the Board to the appropriate non-government agency not later than the fifteenth (15<sup>th</sup>) day of the following month.

10.5 Deductions pursuant to Article 10.1, excluding deferred salary leave, shall be taken off twenty-four (24) pays and shall not be taken off the third pay in any month.

#### **ARTICLE 11 - HEALTH INSURANCE**

*13A 3/E*

11.1 The Board shall pay, or cause to be paid on its behalf, the teachers' share of the monthly premium of each Nova Scotia Teachers Union Total Care Family Policy for each teacher in the employ of the Board holding such policy.

11.2 The Board shall pay twenty-five (25) percent of the annual premium for each teacher in the employ of the Board holding, or having made application for, an NSTU Salary Continuation Policy as of February 23, 1999.

11.3 The teacher is responsible for obtaining the policies.

11.4 All clerical work is the responsibility of the Union Insurance Administrators, who, on request, shall provide to the Board all pertinent information relating to premiums and premium calculations.

#### **ARTICLE 12 - SERVICE AWARD/DEATH BENEFIT**

- 12.1 A Service Award/Death Benefit shall be paid to a teacher, who has been employed by the Board for ten (10) or more consecutive years and ceases employment with the Board or dies in the service of the Board.
- 12.2 For all teachers in the former Antigonish District School Board who were hired prior to January 13, 1989, the award shall be calculated as follows:
- (a) For at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
  - (b) For at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to Article 12.2(a);
  - (c) For at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to Article 12.2(a); and
  - (d) For at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to Article 12.2(a).
- 12.3 For all teachers in the former Inverness District School Board Region who were hired prior to January 1, 1999, the award shall be calculated as follows:
- The Service Award/Death Benefit shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
- 12.4 For all teachers hired by the former Antigonish District School Board Region after January 13, 1989, for all teachers hired by the former Inverness District School Board Region after January 1, 1999, for all teachers employed by the former Richmond District School Board and the former Guysborough District School Board and for all other teachers hired by the Strait Regional School Board after January 1, 1996, the award shall be calculated as follows:
- (a) For at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2,600.00); and
  - (b) For each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7,800.00) upon completion of thirty (30) years of service.
- 12.5 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 pursuant to a teacher who dies in the service of the Board.

- 12.6 The Service Award/Death Benefit shall be paid in one (1) lump sum or in equal monthly instalments at the option of the teacher.
- 12.7 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for the purposes of purchasing past service, the lesser of:
- (a) The full Service Award/Death Benefit available to the teacher; or
  - (b) The actual amount required by the Pension Fund for the purchase of past service.
- 12.8 The following conditions must be met before funds shall be released pursuant to Article 12.7:
- (a) The teacher has resigned his/her position;
  - (b) The teacher requests the Board, in writing, to release the funds; and
  - (c) The teacher files with the Board, a letter from the Pension Services Group stating the amount of funds required to purchase the past service.
- 12.9 Service Award/Death Benefits shall be due and payable immediately after the necessary documentation is supplied.

**ARTICLE 13 - TRAVEL ALLOWANCE**

- 13.1 Teachers who travel in the performance of their regular duties (which includes a specific duty assigned by the Board, or to a meeting called by the Board or to in-service meetings which are held at a place other than the teacher's normal place of work) shall be paid a travel allowance at the rate normally paid by the Board for those kilometres in excess of the distance between the teacher's home and his/her normal place of employment.
- 13.2 The normal place of employment for teachers who teach at more than (1) school shall be the school to which the teacher is assigned pursuant to this Agreement..
- 13.3 The parties to this agreement shall encourage teachers to travel together when attending the same meeting/in-service when circumstances make it reasonably practicable..

**ARTICLE 14 - SICK LEAVE**

- 14.1 (a) Every teacher 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.

13A6  
E-D

- (b) While the parties to this Agreement recognize that sick leave can be used for medical, dental and optical appointments, the parties recognize the desirability of these appointments being scheduled outside the normal instructional day.
- 14.2 Every teacher may accumulate one hundred percent (100%) of his/her unused Sick Leave to a total of one (1) full school year, in addition to the days quoted in Article 14.1(a).
- 14.3 Teachers engaged by the Board will join the plan as of the date of the contract between the Board and the teacher or the first teaching day of the teacher whichever is first in time.
- 14.4 Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave, pursuant to Article 14.1(a) has been expended.
- 14.5 Where a teacher is employed by the Board, the Board shall credit the teacher with any accumulated Sick Leave as credited with the immediate preceding employing school board in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days.
- 14.6 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 14.7 Teachers 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 parties agree to use the "Request for Medical Information" form as contained in Appendix "A" to this Agreement and such information shall be kept confidential.
- 14.8 Sick Leave shall be considered continuous employment with the Board for the purposes of determining salary increments and pensions.
- 14.9 The Board shall inform each teacher in its employ on or before October 15th of each school year, the number of days credited to the teacher.
- 14.10 When any teacher employed by the Board and on sick leave under this Article, is unable to commence teaching in September because of illness or injury, the Board shall pay that teacher according to sick leave including accumulated days.
- 14.11 Subject to the provisions of Article 14.2, Sick Leave shall cease to accumulate after a teacher leaves the employ of the Board but any accumulation of Sick Leave to the date of departure shall be reinstated if the teacher resumes teaching for the Board.

14.12 Any teacher who has used his/her accumulated sick leave and becomes ill may, at the discretion and approval of the Board, draw an advance on sick leave.

14.13 Should a teacher not return to his/her employment with the Board in the following year, as a result of termination of employment, such advance of sick leave payment as per Article 14.12 will be payable to the Board by the teacher, upon request by the Board.

WAA 14.14 Where the Board has reasonable concerns about the teacher's ability to perform the teacher's regular assignment upon the teacher's return to work, the parties agree to open discussion to jointly develop the proper procedures to be followed.

14.15 A teacher shall be permitted to use a total of seventeen (17) weeks from accumulated sick leave for absence arising from or during pregnancy subject to medical certification. This Article shall be in-operative while the EI Maternity Program is in effect as contained in the Teachers' Provincial Agreement.

#### **ARTICLE 15 - BEREAVEMENT/SPECIAL LEAVE**

15.1 (a) A Teacher shall be granted five (5) days without loss of pay and benefits immediately following the death of (or necessitated by the serious illness of) a parent, step-parent, child, step-child, grandchild, spouse or same-sex partner.

$\frac{12d3P}{5}$  (b) A teacher shall be granted five (5) days without loss of pay and benefits immediately following the death of a brother, sister, mother-in-law, father-in-law, fiancée or former guardian.

(c) A Teacher shall be granted three (3) days without loss of pay and benefits immediately following the death of a grandparent, sister-in-law, brother-in-law, aunt or uncle;

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

$12d4P/5$  15.2 A Teacher shall be entitled to Special Leave for a maximum of five (5) days in any school year for urgent and imperative reasons which shall include serious illness of the persons referred in Article 15.1(b).

$12H2$  15.3 Personal leave, to a maximum of three (3) days per school year, with pay, may be granted to teachers in the employ of the Board at the discretion of the Director of Human Resources.

15.4 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Principal, be permitted to attend and the day shall be a claimable day.

**ARTICLE 16 - LEAVE OF ABSENCE**

*1 Deferred Leave*

7 A24  
12 H3 16.1 The Board shall grant a one (1) year Leave of Absence to a full-time teacher continuing in the employ of the Board who applies for such leave for the purpose of study, research, travel, service as an official of a teachers' professional organization, or attendance to personal affairs.

16.2 On completion of a one (1) year Leave of Absence for the purpose of study, research, travel or service as an official of a teachers' professional organization, the Board shall grant a second such leave upon request. The Board may grant a second such leave for attendance to personal affairs.

16.3 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.

16.4 When a Leave of Absence is granted to a teacher, the teacher cannot cancel the leave after April 15 of the year, in which such application is made without the approval of the Board.

16.5 Applications for a leave of absence of less than one (1) year's duration shall be delivered in writing to the Director of Human Resources as soon as possible and not less than one (1) week prior to the anticipated date of the commencement of the leave. Permission to take such leave shall not be unreasonably withheld.

16.6 All pay and benefits of a teacher shall be suspended while a teacher is on leave of absence and shall be reinstated when the teacher returns from the leave of absence.

16.7 On completion of leave of absence the teacher will be assigned to the position he/she would have held if he/she had not been on Leave of Absence.

16.8 Teachers on leave of absence shall make their intentions for the following school year known to the Board, in writing, on or before March 1st of the current school year. If no notice has been received by the Board as of March 1st, the Board shall contact the teacher by registered or certified mail and, if no response is received by the Board by April 15th, the teacher shall be deprived of his/her benefit pursuant to Article 16.7.

**ARTICLE 17 - DEFERRED SALARY LEAVE PLAN**

12 H1 17.1 The Deferred Salary Leave Plan shall be implemented upon a request from a teacher.

**ARTICLE 18 - PARENTAL LEAVE**

12F3N/15

18.1 The Board may, on the request of a teacher, grant a teacher unpaid parental leave up to a maximum of fifteen (15) weeks.

**ARTICLE 19 - LOCAL UNION TIME**

19.1 The Board shall grant to the Union a block of up to two hundred (200) days per year to be used for areas of mutual concern in matters pertaining to the bargaining unit.

19.2 The Union shall undertake to pay the actual cost of substitute teachers used during any of the two hundred (200) days.

19.3 The Union further guarantees that its designates shall represent the four district areas comprising the bargaining unit.

19.4 The Union shall supply to the Board the names of its designates as soon possible, but no later than October 1 of each year and the Union and the Board shall then develop appropriate arrangements to minimize disruption to students.

**ARTICLE 20 - UNION REPRESENTATION**

20.1 Every teacher shall have the right to have a Union Representative designated by the teacher present at any discussion with supervisory personnel which the teacher believes might be the basis of disciplinary action.

20.2 Where a supervisor intends to interview a teacher for disciplinary purposes, the supervisor shall make every effort to notify the teacher in advance of the purpose of the interview in order that the teacher may contact his/her Union Representative, providing that this does not result in an undue delay of the action being taken.

20.3 Articles 20.1 and 20.2 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

**ARTICLE 21 - NEGOTIATIONS**

21.1 When the School Board and the Union agree that any meeting should be held during working hours for the purpose of negotiating a new agreement, any representative of the Union on the Negotiating Committee, who is in the employ of the employer shall have the right to attend meetings held within working hours for the purpose of negotiating a new contract and shall not suffer loss of remuneration.

1d1  
NW



## **ARTICLE 22 CONTRACTING OUT**

- 1 E /
- 22.1 The Board shall not contract out teaching functions regularly performed in the public school classroom to any person or persons except by mutual agreement between the Union and the Board.
- 22.2 This article shall not be interpreted so as to prevent the Board from:
- (a) Employing student program assistants when such employment is for non-teaching functions;
  - (b) From sending students for their education to a school under the jurisdiction of different school board; and
  - (c) Employing Library Technicians;
  - (d) Co-operative Education/Work Experiences Programs; and
  - (e) Adult Education.

## **ARTICLE 23- PERSONAL FILE**

- 23.1 The personal file of a teacher employed by the Board is the property of the Board.
- 23.2 Procedures pertaining to the teacher's personal file shall be in accordance with the Teachers' Provincial Agreement.
- 23.3 A teacher shall be granted permission to copy any and all entries from his/her personal file pertaining to the teacher during regular office hours.
- 23.4 When material is to be entered in the personal file of a teacher, it shall be signed by an officer of the Board or a Supervisory person and signed by or copied to the teacher indicating that both parties have seen the material.
- 23.5 No material shall be added to or removed from a teacher's personal file without the knowledge of the teacher.
- 23.6 Where a teacher disputes the validity of any material being entered into the personal file of the teacher, the teacher may initiate a grievance pursuant to Article 7 - Grievance/Arbitration- with a view to having the offending material removed.
- 23.7 The Board and supervisory personnel in the employ of the Board shall be the only persons authorized to enter material in a teacher's personal file on behalf of the Board.

23.8 The teacher in the employ of the Board shall be the only person authorized to enter material in his/her personal file on his/her behalf.

23.9 For purposes of this Agreement, Article 12.01(ii) of the Teachers' Provincial Agreement "senior administrators" shall be defined as including the principal of the school of the applicable teacher.

**ARTICLE 24 - ADVANCE REPORTING CREDIT**

24.1 Teachers who are requested by a supervisor through the Director of Human Resources and who agree to work during any part of the school year other than the one hundred ninety-five (195) days prescribed shall be granted time off, at times mutually agreed upon, to a maximum of five (5) days to compensate for such time worked.

**ARTICLE 25 - RETIREMENT AGE**

25.1 All teachers employed by Board shall automatically retire at the end of the school year in which they become age sixty-five (65). 13 F 2/1

25.2 Provisions may be made for teachers to continue in employment after retirement age on a year -to-year basis subject to mutual agreement of the teacher and the Board.

**ARTICLE 26 - RETIREMENT SEMINAR**

26.1 Teachers shall, upon request, be given one (1) day to attend a Retirement Seminar sponsored by the Nova Scotia Teachers Union.

26.2 Teachers shall be permitted to attend only one such seminar, scheduling and preference in attendance shall be given first to those teachers closest to retirement.

26.3 The Union agrees to organize the seminars at a central location within the Strait Region.

**ARTICLE 27 - FALSELY ACCUSED EMPLOYEE ASSISTANCE**

27.1 When a teacher has been falsely accused of child abuse or sexual misconduct towards a student, and where the teacher was suspended and/or reprimanded, the Board shall assist the teacher in returning to his/her teaching or other area of responsibility. The Board may:

- (a) provide for a leave of absence with pay;

- (b) give priority reassignment rights to a vacant position for which the teacher is qualified and able if the teacher so requests;
  - (c) pursue other mutually agreed upon alternatives for assignment to a teaching or other position;
  - (d) assist in providing for counselling for the teacher and his/her family; and
  - (e) provide, upon request from the teacher, available factual information to parents and students.
- 27.2 (a) When a teacher has been accused of child abuse and/or sexual misconduct, and the teacher remains in his/her position and is not suspended or reprimanded, the Board may seek, in consultation with the Union, an alternate placement which is mutually agreed upon.
- (b) The Board shall give the same support as provided in Article 27.1 (a), (b), (c), (d) and (e) above.

#### **ARTICLE 28 - EDUCATIONAL EVENTS**

- 28.1 With the approval of the Director of Human Resources and the Principal of the school concerned, teachers shall be entitled to accompany Board approved and school-sponsored teams, committees, groups of students, during the school hours without loss of salary.

#### **ARTICLE 29 - SUMMER SCHOOL EMPLOYMENT**

- 29.1 If the Employer determines to provide summer school classes for students, teachers will be first appointed from the teachers presently employed by the Board who express an interest in teaching summer school classes and who are deemed qualified and competent by the Board to do so.
- 29.2 When choosing teachers for summer school classes, first consideration will be given to teachers who have successfully and satisfactorily taught the course in the immediately preceding summer school and/or school term.
- 29.3 Salary shall be at the rate determined by the Board.
- 29.4 There shall be no additional benefits for teachers of summer school

#### **ARTICLE 30 - LIABILITY INSURANCE**

- 30.1 Each teacher who voluntarily transports students in his/her own vehicle, shall obtain insurance coverage for Public Liability and Property damage in the amount required by

the Motor Carrier Act of Nova Scotia provided such amount is not less than \$1,000,000.00.

- 30.2 The Board shall self-insure and/or maintain and keep in force a policy or policies of insurance which shall provide coverage for Public Liability and Property Damage for each teacher who voluntarily transports students in his/her own vehicle in the course of employment. This policy shall be a second payer in respect to the Public Liability and Property insurance carried by the teacher.
- 30.3 The coverages provided by Articles 30.1 and 30.2, shall meet the required limits as set from time to time by the Nova Scotia Utility and Review Board.
- 30.4 The Board agrees to indemnify and save harmless any teacher in its employ acting in the course of the teacher's employment whom the Board has authorized to transport students to and/or from Co-curricular and/or extra-curricular activities.
- 30.5 (a) The Board shall keep in force an adequate policy or policies of insurance indemnifying each teacher in its employ when acting in the course of each teacher's employment against liability other than as referred to in Article 30.1 in respect of any claim for bodily injury ,property damage or personal injury.
- (b) The policy or policies shall provide protection in the amount of one million dollars (\$1,000,000) maximum limit of liability for any one (1) claim. In addition the Board agrees to maintain in force an excess liability policy in the amount of one million dollars (\$1,000,000). These policies shall be paid for by the Board and shall be a first payer in relation to any policy carried by or on behalf of the teacher.

### **ARTICLE 31 - LEGAL ASSISTANCE AND PROTECTION**

14A/3

- 31.1 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend him/her, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, the Board shall be relieved of all obligations under this Article.
- 31.2 The provision of this Article shall apply to all teachers (regular, term, and substitute) while in the employ of the Board.

### **ARTICLE 32 -COMPENSATION FOR LOSS OF PROPERTY**

- 32.1 If a teacher wishes to receive compensation for personal property which was lost or damaged while being used for instructional purposes (including extra-curricular activities), the teachers shall have the written authorization of school-based administration prior to the use of such property.
- 32.2 A teacher shall be financially compensated for theft of, or damage to, said personal property (as set out in Article 32.1) which occurred during the performance, or supervision of duties/ activities within the school including extra-curricular activities sponsored by the Board and/or the school in which the teacher is employed provided the teacher has taken appropriate steps to protect the property from loss or damage.
- 32.3 Teachers shall receive compensation for personal property lost or damaged as set out in Articles 32.1 and 32.2 above. In order to receive compensation, the teacher must file documentation satisfactory to the Board and/or the Board's insurers. Compensation will be based on replacement value.

### **ARTICLE 33 - ASSIGNMENTS**

- 33.1 A teaching position is an assignment with the Strait Regional School Board at a school or schools at the elementary and/or secondary school level, or at the Primary through Grade Eight (8) or Grade Nine (9) to Twelve (12) level .
- 33.2 The Strait Regional School Board, through the Director of Human Resources, determines the teaching position(s).
- 33.3 (a) New teachers shall be given a teaching position upon signing the original contract with the Strait Regional Board.
- (b) Teachers already on staff shall be given a teaching position prior to June 1<sup>st</sup> of each year for the next year, or informed on or before April 15<sup>th</sup> of each year that their services are no longer required. Only teachers who are not being retained on staff shall be notified on or before April 15. A list of names of teachers who are not being retained will be provided to the Union.
- 33.4 (a) School(s) assignment(s) consist of factors such as curriculum assignment(s) teaching periods and grade levels.
- (b) The Principal(s), in consultation with his/her staff determines school(s) teaching assignment(s).
- (c) School(s) teaching assignment(s) for the ensuing school year will be provided to teachers by June 15 of each year.

- 33.5 The parties recognize that between the initial staffing and September 30, circumstances may develop which impact upon staff and may necessitate a transfer. Such transfers should be achieved by a voluntary process where possible. Any teacher who voluntarily transfers shall be returned to the teacher's original school at the end of the school year. If there are no voluntary transfers, then Article 37 - Board-Initiated Transfer-Redundancy shall apply.
- 33.6 Where it becomes necessary to redistribute teacher workload, it shall be done so as to have the least detrimental effect on teachers affected.

#### **ARTICLE 34 - ASSIGNMENTS (SEMESTERING)**

- 34.1 Where in exceptional circumstances the Board assigns a teacher (holding a full-time permanent or probationary contract) to one school for the first semester of a school year and a second school for the second semester, the following shall apply:
- (a) Unless there is mutual consent of the teacher and the Board, such assignment shall only be made in accordance with Article 37 - Board Initiated Transfer;
  - (b) Such a dual assignment shall be on a year to year basis;
  - (c) A semester assignment shall be a full-time assignment at each school for each semester;
  - (d) For purposes of future teaching assignments, the teacher shall have been considered to have been assigned only to the first school (base school) during the school year;
  - (e) Any teacher given a semester assignment pursuant to this Article shall be compensated for additional travel from the teacher's school to the new school; and
  - (f) The necessary adjustments in marking and preparation time shall be made to take into account the fact that the teacher has been teaching in two different schools during that school year.

#### **ARTICLE 35 - STAFF REDUCTION AND SENIORITY**

- 35.1 Seniority shall denote the period during which the teacher has been continuously employed by the Board.
- 35.2 Seniority shall continue to accumulate:
- (a) during a teacher's absence as described in Regulations under the Education Act or the Teachers' Provincial Agreement;
  - (b) during a leave of absence without pay provided the leave is not more than one (1) year;

- (c) in all other cases for which a professional agreement between the Union and the Board expressly provides;
- (d) during the period provided for a maternity leave; and
- (e) during an educational leave with pay.

35.3 Seniority is lost and the teacher's name is removed from the list 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; and
- (d) the passing of more than five (5) years since the non-reassignment of a teacher.

10E1

35.4 Seniority lists shall be established as follows:

- (a) A seniority list showing the names and seniority status of **all** permanent contract teachers employed by the Board shall be prepared by the Board and the Union. After consultation with and approval by the Executive of the Union, a copy of the seniority list as finally approved shall be initialled by the President of the Locals and the Director of Human Resources. **Such** list shall be conclusive evidence of the seniority of permanent contract teachers employed by the Board, and the said list shall be revised every year.
- (b) A list showing the names and years of service of all probationary teachers employed by the Board shall be prepared by the Board to be approved by the local Union executive. This list shall be revised every year. Nothing in this clause shall affect the probationary status of a teacher being that a probationary teacher is retained at the pleasure of the Board and may be dismissed without cause.
- (c) Teachers shall be placed on the respective seniority list in accordance with the provisions of 35.6.

35.5 Any change in legal structures of a school board shall have no effect on the seniority of a teacher who was in the employ of a school board at the time of such change. The seniority of any teacher so affected shall be the same as it would have been had such modification not taken place.

35.6 The order in which names appear on the seniority list shall be determined in the following manner:

- (a) First on the list shall be those currently in the employ of the Board with the greatest number of consecutive years of teaching service with the Board.

- (b) Second, where consecutive years of service are the same, the total years of service with the Board shall be considered.
- (c) Third, where seniority with the Board is identical after considerations (a) and (b) above, service in the teaching profession will be taken into consideration.
- (d) Fourth, the School Board shall decide which teachers are to be affected by a staff reduction policy if those teachers have the same level of seniority on the list. Where seniority is identical, the order of retention or reduction may vary from the order of the names on the list pursuant to Article 35.10 (a) as determined by the Board.

35.7 Seniority shall apply only to teachers who hold permanent contracts with the Board; although probationary staff will be listed.

35.8 When it is necessary to invoke staff reductions, reasonable efforts shall be made by the Board to encourage natural attrition.

### **Retention**

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

- 100
- (a) Firstly, permanent Contract teachers in accordance with the seniority list established pursuant to Article 35.4(a); and
  - (b) Secondly, probationary teachers, in accordance with and subject to Article 35.4(b).

### **Programs**

35.10 (a) If the Board is of the opinion that the teacher, who is to be laid off in accordance with the seniority provision, is necessary to retain a full complement of teachers in a program, the Board may designate that teacher as being essential to the program.

6E10 (b) In the event that the Union does not agree with the Board's decision, then a committee of three (3) members of the Union and a committee of three (3) members of the Board shall meet within ten (10) days to discuss the Board's decision and resolve the matter.

(c) If the matter is not resolved, the matter shall be referred to arbitration. The arbitration shall be conducted by a sole arbitrator chosen by mutual agreement and failing mutual agreement, by a person appointed by the Minister of Labour.

(d) Both the Board and the Union shall be provided with an opportunity to make written and oral submissions to the arbitrator.



- (e) The decision of the arbitrator shall be binding on both parties;
- (f) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be terminated unless there is a teacher in the system holding a permanent contract with greater seniority who is prepared to take further training for the position for which the teacher was deemed necessary for a full complement of teachers within a program. Then, the Board shall, upon the request of the teacher, grant a Leave of Absence without pay to enable the teacher to complete the appropriate training as determined by the Board after consultation with the teacher. The Board shall act in a reasonable manner when determining the appropriate training.
- (g) If a teacher accepts further training, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is undergoing further training returns to the system provided the retrained teacher is then immediately able to fill the requirements of the position.

**Procedures**

- 35.11
- (a) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
  - (b) Teachers directly affected by staff reduction policy shall be informed by the Board or its officers as soon as a firm decision is made.
  - (c) The Board shall provide a suitable letter for any teacher leaving because of staff reduction.
  - (d) 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 advise the Board of all changes in address and failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate.
  - (e) Positioning of a teacher on the list pursuant to (d) shall be based on the seniority of the teacher at the time of staff reduction.
  - (f) Teachers on the Re-employment List, according to their position on the list, shall be given first opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Board, provided they are qualified, in the opinion of the Board, to fill the position.
  - (g) A teacher's name is removed from the list
    - (i) When the teacher accepts full time employment as a teacher; and
    - (ii) When a teacher has been laid off for a period of three (3) years and is not re-employed by the Board.

10E1

35.12 Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and are to be given preference when substitutes are required, provided they are qualified to fill the position.

### **ARTICLE 36 - TRANSFER OF TEACHERS**

36.1 (a) The parties acknowledge that priority placements of displaced teachers is the paramount consideration in this Article.

(b) At the earliest possible date the Board, in consultation with the Union, shall seek alternatives for the teachers on the priority placement list.

36.2 In order to encourage and promote voluntary teacher transfer, the Board shall:

(a) by May 1 compile a list of permanent job vacancies available for the following school year. In the event that the Board is unable to complete its staffing requirements by May 1, then an alternate schedule of posting may be mutually agreed upon by the parties;

(b) include positions that become available as a result of retirements, resignations, deaths, dismissals for just cause, or newly created positions;

(c) publish a permanent vacancy list on at least a bi-weekly basis after May 1 to include any new positions created by the transfer of permanent teachers, or any additional position as identified in (b). For greater certainty the Board shall publish at least two (2) permanent vacancy lists and complete two rounds of voluntary transfer. The time for posting and for applications shall be adjusted to ensure that the Board can complete all its staffing requirements in a timely manner.

36.3 Voluntary transfers shall not commence until all schools have been advised of their projected staff requirements for the ensuing school year.

36.4 (a) Teachers shall apply in writing to request a transfer to a specific position(s) and shall be offered a position on the basis of seniority provided they are competent and qualified by training and/or experience for the position subject to compelling personal circumstances.

(b) Notwithstanding Article 36.4(a), in the event that an obvious solution to a problem placement of a teacher on the priority placement list exists, the Board, may invoke the provisions of Article 37.6 (Board Initiated Transfer-Redundancy) to accomplish same.

36.5 A teacher shall accept the position applied for and offered subject to changed personal circumstances.

- 36.6 The Director of Human Resources shall meet with representatives of the Union to discuss all voluntary transfers and shall provide all necessary information to monitor the process.
- 36.7 A successful applicant who is a priority placement in the first round of positions shall have the opportunity to apply for positions which become available on the second list.
- 36.8 Where staff reduction becomes necessary within a school, teachers shall be transferred out of the school according to their positions in the system seniority list.
- 36.9 Notwithstanding Article 36.8, the Board may determine that a program(s) taught by the least senior teacher(s) is/are essential to that school's overall program:
- (a) The school principal in consultation with the Director of Human Resources shall endeavour to fill the declared essential program(s) within the existing staff of the affected school,
  - (b) If in the judgement of the Board the quality of the declared essential program(s) cannot be maintained through a rearrangement of staff in the school, then the next junior teacher in the school shall be placed on the priority placement list,
  - (c) In exercising their judgement that the quality of an essential program cannot be maintained through a re-arrangement of staff in the school, the Board shall act in a reasonably diligent manner, having regard to the qualifications, demonstrable abilities, and specialized training of the teachers involved.
- 36.10 To accommodate teachers who are on the priority placement list and who are unsuccessful in obtaining a position through the voluntary transfer process, the Board shall:
- (a) complete a list of remaining permanent positions, as well as one year vacancies available for the following school year following a minimum of two (2) voluntary transfer lists,
  - (b) include positions not filled through the voluntary transfer process as well as positions that become available as a result of paid educational leaves, leaves of absence, deferred salary leaves, or any other leaves deemed to be vacant by the Board.
- 36.11 Following the completion of the voluntary transfer process and the listing of positions pursuant to Article 36.10, all teachers remaining on the priority placement list shall be given three (3) days to indicate their preferences to the Board. Teachers on the priority placement list shall be given the opportunity to fill teaching positions of their choice for which they are qualified by training and/or experience and which remain available within

the system. Order of choice shall be granted on the basis of the teacher's system seniority subject to the provisions Article 36.4 (b).

- 36.12 The Director of Human Resources shall meet with a representative(s) of the Union to discuss all transfers off the priority placement list and the opportunity shall be given to both parties to make suggestions for solutions.
- 36.13 Positions which remain unfilled following the placement of transfers from the priority placement list are available to the Board for placement/hiring.
- 36.14 The Board agrees that vacant positions pursuant to Article 36.13 shall be filled by the Board in the following order:
- (a) permanent contract teachers (for vacancies arising before July 31 in any year);
  - (b) teachers on the re-employment list pursuant to Article 35.11; and
  - (c) teachers who have placement rights which flow from Article 21 of the Teachers Provincial Agreement.
- 36.15 Notwithstanding Article 36.2(b), in the event that school construction results in the closure of a school or part of a school the provisions of Article 41 (School Closures) will apply.
- 36.16 In the event that in a particular school year a teacher is required to leave a school pursuant to 36.8 and by September 20 of the immediately ensuing school year, a comparable position is reinstated in that school, the teacher shall have the option of returning to that school in the same or mutually agreed upon position.
- 36.17
- (a) Teachers who are assigned to more than one school on a regular basis will be designated as "circuit teachers",
  - (b) Said teachers shall be assigned to a base school,
  - (c) If the circuit teacher is assigned to a different base school, such change shall be made pursuant to the transfer process outlined in this article.
- 36.18 Where the posted qualifications for a position pursuant to 36.2 are substantially altered because the position requirements have changed, the position shall be reported on the voluntary transfer list. If it occurs following the expiry of the voluntary process, the position shall be posted as a one (1) year position. The Union shall have the right to be informed in writing of the reasons for the change if it so requests.
- 36.19 Notwithstanding any other provision of this Article, where there is a compelling demonstrated need to hire for a specialized assignment or for purposes of affirmative action the Board may, following consultation with the Union, and the fulfilment of any

obligations pursuant to Article 21 of the Teachers' Provincial Agreement ,remove the position from the provisions of this Article and proceed to recruit externally.

- 36.20 The parties agree to meet no later than October 15, 1999 to review the application of this Article during the period from April 1, 1999 to October 1, 1999 and to endeavour to agree on any needed changes to this Article to be applied during the balance of the term of this Agreement.

### **ARTICLE 37- BOARD INITIATED TRANSFER**

- 37.1 A teacher, including supervisory personnel, may be transferred from school to school only after mutual discussion between the teacher and the Board. The teacher or supervisory personnel scheduled for transfer shall have the right to have union representation present during discussions surrounding the transfer.

- 37.2 It is agreed that in all cases involving the transfer of a teacher from one school to another (where there is not mutual consent between the Board and the teacher) , such change may be made after prior consultation with the teacher affected. In effecting such transfers, the School Board :

- (a) shall not act unjustly, unreasonably, arbitrarily, discriminatory, or in bad faith;
- (b) shall, without limiting the generality of sub-paragraph (a) , take into consideration the following matters:
  - (i) the necessity of protection of program;
  - (ii) the teacher's wishes;
  - (iii) the teacher's age;
  - (iv) the teacher's qualifications and teaching experience;
  - (v) the programs involved;
  - (vi) the teacher's proximity to retirement;
  - (vii) the residence of the teacher;
  - (ix) whether the teacher has a license to drive a motor vehicle;
  - (x) any physical disabilities or health problems of the teacher;
  - (xi) the availability of car pools or other means of transportation;
  - (xii) the availability of other equally qualified teachers for the position to be filled;
  - (xiii) the community activities of the teacher involved; and
  - (xiv) the initial assignment held by the teacher with the Board.
- (c) shall , if requested, give the teacher written reasons for the transfer within ten (10) days and forward a copy to the Chair of the REWC.

37.3 In the event that a teacher grieves a transfer effected pursuant to Article 37.2, the Board shall bear the burden of establishing that the transfer was in compliance with Article 37.2.

37.4 In the event that a teacher grieves a transfer effected pursuant to Article 37.2:

- (a) all of the time limits in Article 7- Grievance/ Arbitration shall be reduced by fifty (50) percent;
- (b) the Arbitrator shall have the authority to make an interim award delaying transfer until the grievance is resolved; and
- (c) for the purposes of Article 7 - Grievance/ Arbitration , “effective knowledge” remains as ten (10) days from the date of the receipt of the reasons given pursuant to Article 37.2.

37.5 No teacher shall be transferred after October 1 unless by mutual agreement of the teacher and the Board.

#### **Board Initiated Transfer/(Redundancy)**

37.6 (a) Notwithstanding Article 36 - Transfer of Teachers and Article 37.2 in the event that redundancy occurs in a school, a teacher(s) may be transferred to another school. The provisions of Article 41 - School Closures shall apply before the provisions of this Article.

(b) The criterion to be used in determining the teacher(s) to be declared redundant shall be seniority with the Board. In the event that the school program will be seriously affected, the next teacher(s) on the seniority list shall be declared redundant.

(c) In effecting transfers pursuant to sub-clause (a), the Board shall consider qualifications and place of residence.

37.7 Any teacher transferred pursuant to Article 37.6 shall be compensated for his/her travel to and from his/her place of residence for a period of one (1) year provided the distance to the new school exceeds the distance to the previous school by at least forty (40) kilometres.

37.8 Such compensation shall be at the rate paid to members of the Board and shall be paid no later than the fifteenth (15th) day of the following month.

37.9 In instances of Board initiated transfers necessitated by application of the staff reduction policy, the teacher transferred shall be offered the first available position for which he/she is qualified which becomes vacant at his/her original school. The Board shall notify said teacher of the vacancy in his/her original school as soon as the vacancy is determined.

### **ARTICLE 38 - ADMINISTRATIVE APPOINTMENTS**

- 38.1 Promotion of teachers to supervisory positions shall be based upon abilities and qualifications and, where abilities and qualifications *are* shown to be relatively equal, seniority shall be the determining factor.
- 38.2 Vacancies should be posted by the Principal in the schools operated by the Board and, at the option of the Board, made available on the web page of the Board, at least ten (10) days) prior to filling the position.

### **ARTICLE 39 - EXCHANGE IN REGION**

- 39.1 Teachers and administrators may apply for an exchange or a transfer to another school of the Strait Regional School Board.
- 39.2 Exchange under this Article shall be available only to those teachers or administrators who are on permanent contract. The Board shall undertake to publish a list of teachers desiring in-region exchanges and invite applications from interested teachers by March 1st.
- 39.3 On completion of the exchange or transfer program, a teacher or administrator shall return to his/her former assignment, unless changed in accordance with the provisions of this Agreement.
- 39.4 Application for teacher exchange shall be made on the approved form and shall be forwarded to the principals involved and the Director of Human Resources not later than March 1st of the year prior to the school year in which the exchange is to take place.
- 39.5 Notwithstanding Article 39.4, a request for an exchange for less than one school year, in particular one semester will be considered if it includes a recommendation in favour of the exchange from the principals of both schools.
- 39.6 The period of exchange or transfer shall be one (1) school year. An extension beyond one (1) year shall be possible with the approval of the Board.
- 39.7 Teacher exchanges must be at no additional cost to the Board.
- 39.8 When the Board approves a transfer or exchange under this Article, the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.

39.9 It is understood that all applicants must be immediately qualified to undertake the position proposed in the exchange.

#### **ARTICLE 40 - SHARED TEACHING**

5d  
40.1 The parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".

Rec'd 10/20/00 p. 50  
40.2 Any permanent contract teacher shall be free to enter a shared teaching arrangement with any other permanent contract teacher or any other teacher approved by the Board.

#### **ARTICLE 41 - SCHOOL CLOSURES**

41.1 When the Board deems it necessary to close all of a school or part of a school and transfer students to another school, notification shall be given to the Union as soon as possible.

41.2 When an entire school is to be closed, staff shall be transferred with their students to the different facility (facilities).

41.3 When only a partial closure occurs, teachers transferred shall be those teachers whose current teaching assignment has been spending the greater percentage of their time with the student transferees.

41.4 Upon placement in their new facility, staff shall acquire seniority placement based upon their respective position on the system wide seniority list.

41.5 Individual designations pursuant to Articles 41.2 and 41.3, which result in unusual personal difficulties shall, upon the request of the Teacher, be reviewed by the Management - Teacher Committee which will make every reasonable effort to resolve such difficulties.

6E 10  
41.6 There shall be a joint consultation committee established for each school closure or partial school closure, The committee shall consist of four (4) members, two (2) appointed by the Board and two (2) appointed by the Union. The mandate of the committee is to facilitate a smooth transition of teachers to their new school.

#### **ARTICLE 42 - ACCOMMODATION**

42.01 Where the Union and the Board mutually agree that a transfer is required in order to accommodate the special needs of a teacher, the Board and the Union shall consult to seek an appropriate accommodation for that teacher. Where the Union and the Board



mutually agree on an accommodation, the transfer required may be implemented notwithstanding any other provision of this Agreement

### **ARTICLE 43 - STAFF DEVELOPMENT**

43.1 The Board and the Union recognize the need for ongoing staff development so that programs and services for students and schools remain current. It is also recognized by both parties that the Board, the Union and the teachers have a responsibility to actively participate in development activities.

43.2 The Board shall provide for the professional development of its teaching staff and it shall be identified as the Fund for the Strait Regional Institute for Staff Development ("SRISD");

- 7d1
- (a) for the period August 1, 1999 to July 31, 2000 the sum of \$365,000.00;
  - (b) for the period August 1, 2000 to July 31, 2001 the sum of \$383,250.00 (being \$365,000.00 plus 5%); and
  - (c) for the period August 1, 2001 to July 31, 2002 the sum of \$402,413.00 (being \$383,250.00 plus 5%).

In addition the Board will provide by April 1, 1999 an additional sum of \$100,000.00 to the SRISD Fund to provide for the activities provided for in this Article during the period from April 1, 1999 to July 31, 1999.

43.3 The Strait Regional Institute for Staff Development shall be global in its application and can be allocated in the following areas:

- (a) Educational Leaves;
- (b) Conference Grants;
- (c) Professional Development Grants; and
- (d) In-service Education.

In addition part of the SRISD Fund may be allocated to other areas such as the Teachers Centre and other mutually agreed upon educational initiatives.

43.4 The SRISD Fund shall be administered by a committee of ten (10), henceforth referred to as "the Committee".

- 6E7
- (a) Four (4) representatives of the Board;
  - (b) Four (4) representatives of the Union; and

- (c) The Superintendent/designate and the Chair of the RRC/designate who shall act as Co-chairs.
- 43.5 A professional person agreed upon by the Committee may be engaged as arbitrator if required. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed in accordance with the Arbitration Act of Nova Scotia. The decision of the arbitrator on any matter shall be final and binding.
- 43.6 The Committee shall draw up the appropriate application forms and guidelines relating to this article and will prepare a budget for the disposition of the total fund into the various categories. The Committee will also establish the rates to be paid for the expenses in each category and make these known to the teaching staff on or before June 30<sup>th</sup> of each year.
- 43.7 The Committee will process all claims for expenses and approve the amount of the claims to be paid from the fund.
- 43.8 Claims for Conference Grants and/or Professional Development Grants shall be submitted on approved forms to the Committee.
- 43.9 Payment of claims shall be made on a timely basis.
- 43.10 In no event can the Fund incur a deficit.
- 43.11 Any surplus from the Fund shall be carried forward to the following year and added to the sum pursuant to Article 43.2.
- 43.12 The SRISD Fund Committee shall supply to the Board and the Union an annual statement of receipts and disbursements by September 30<sup>th</sup> of each year.

### **Educational Leave (Year Long)**

- 43.13 (a) For the School Year commencing August 1, 1999 the Committee shall, upon receiving satisfactory applications, grant the number of year long educational leaves granted in accordance with the prior collective agreements between the Union and the Inverness District School Board and the Guysborough District Board; and
- (b) for the School Year commencing August 1, 2000 and for each subsequent year of this Agreement a minimum of two (2) year long educational leaves to teachers upon receipt of satisfactory applications and may grant a third such leave if in the opinion of the Committee such a leave is warranted.

- 43.14 Notwithstanding Article 43.13, in the event the Committee fails to receive satisfactory year long educational leave applications, the Committee shall not be required to grant any or all such leaves and the funds shall be used for any expenditure as provided in Article 43.3.
- 43.15 For the purpose of Article 43.13, a “satisfactory application” is one 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 or will be responsible in the school system. A full description of the proposed study or research must accompany the application.
- 43.16 The Board shall pay from the SRISD Fund to the teacher(s) granted Educational Leave one hundred percent (100%) of salary. From his/her salary, the Board shall deduct at source, teacher’s pension deductions, income tax and other authorized deductions pursuant to Article 10.
- 43.17 Educational leave shall be considered continuous service with the Board and all benefits such as salary increments and cumulative sick leave will be in effect.
- 43.18 A teacher desiring Educational Leave shall apply in writing, on the approved form to the chair of the Committee, at the time or times as set by the Committee and attach a recommendation from his/her principal or superintendent.
- 43.19 The Superintendent of Schools/designate, upon receipt of an application, shall forward a photocopy to each member of the Committee.
- 43.20 The Committee shall notify the teacher that the year long educational leave has been approved or rejected, within fourteen (14) days of the date of the decision of the Committee.
- 43.21 A teacher granted a year long educational leave must agree to teach for the Board for a minimum of two (2) years immediately following the leave and, further, must successfully complete the course of approved study or research or provide to the Committee a satisfactory reason therefore.
- 43.22 In the event that the teacher does not return to work for the Board at the end of his/her year long educational leave, except due to illness, disability, or death, he/she shall, if 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 year long educational leave. In the event of his/her return to the Board, but failing to remain in its employ for the required time, pursuant to

7A3/P

43.21 except due to illness, total disability or death, he/she shall, if 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 year long educational leave to the portion of time which he/she worked for the Board following his/her return from the year long educational leave.

**Educational Leave (Less than One Year)**

43.23 The Committee may grant Educational Leave (Less than One Year) to a teacher for the Purpose of engaging in a specific program of study within the school year. The Committee shall determine the form and content of the application and the process for approval and payment.

### **Conference Grants**

- 43.24 The Board agrees to contribute to the expense of a teacher attending an educational conference provided the Committee has approved the teacher attending the conference. Such approval shall not be unreasonably withheld.
- 43.25 Conference expenses shall be paid at the rates established by the Committee. **All** charges excluding **metrage** must be supported by vouchers.

### **Professional Development Grants**

- 13 43.26 The Board agrees to contribute to 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.
- 43.27 To qualify for a professional development grant, the teacher must be under contract with the Board as of the beginning and ending date of the course.
- 43.28 Tuition receipts and a copy of a transcript verifying completion of a course submitted to the Committee shall constitute an application.

### **In-service Education**

- 43.29 The in-service education portion of the Fund as budgeted by the SRISD Committee will be used by a joint committee of equal representatives of the Union's Professional Committee and the Board to help defray a portion of the costs identified by the joint committee in organizing:
- (a) Teacher-initiated in-service days;
  - (b) Board initiated in-service day; and
  - (c) Any other teacher initiated learning situation comparable to an in-service day as approved by the Committee.
- 43.30 Application for an in-service grant shall be made on the approved form of the Committee at least one (1) month prior to the date of the in-service. All applications must have the approval of the Committee.

#### **ARTICLE 44 - WORKLOAD**

- 44.1 Every teacher shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. to 1:00 p.m.
- 44.2 Teachers required to travel for the purposes of their assigned duties shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. and 1:00 p.m. separate and apart from the required travel time and preparation time
- 44.3 Where it becomes necessary to redistribute teacher workload it shall be done so as to have the least possible detrimental effect on the teacher(s) and students affected.
- 44.4 The Board and the Union agree that issues of workload may properly be referred to the Management-Teacher Committee for consideration and recommendation.

#### **ARTICLE 45 - MARKING AND PREPARATION TIME**

- 45.1 The time allotted to each teacher for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.
- 45.2 Marking and Preparation Time, and Instructional Time shall be recognized as that part of the teacher's day when students are officially in session. This part of the day begins when students are properly called to order in the forenoon and afternoon, and ends when the students are dismissed for lunch and when the students last classes end.
- 45.3 Recess time shall not be included for purposes of calculating Marking and Preparation Time. The time when students are on a noon-hour break shall not be included in the time used to calculate Marking and Preparation Time.
- 45.4 The parties agree to work co-operatively to establish "reasonable time cycles" at each school which will reduce the inconvenience to individual teachers.

#### **ARTICLE 46- PARENT-TEACHER MEETING**

- 46.1 It shall be the prerogative of the principal of each school, in consultation with staff, to determine the date and time of parent-teacher meetings , which can include up to three (3) one-half (1/2) days each coupled with an evening.

#### **ARTICLE 47 - ADDITIONAL INSTRUCTIONAL SERVICES**

47.1 Teachers who enrol classes or otherwise provide educational programs to school-based students, shall not be required to instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students or to those students who have voluntarily withdrawn from school unless home schooling constitutes a distinct portion or part of the teacher's assignment (for the purpose of this article a Home Education Student shall mean those students who have been removed from the public school system of Nova Scotia, and who are being educated at home).

#### **ARTICLE 48 - INCLUSION**

48.1 If a teacher has a concern that the Special Education Policy of the Board (Special Education III-C-1, 2, 3, 4, & 5) with respect to the development of the Individualized Program Plan for a student has not been followed by the Program Planning Team, the Teacher, accompanied by a representative of the Union, if the teacher so requests, shall meet with the Coordinator of Student Services who may require a meeting of the Program Planning Team to ensure that the policy of the Board is followed.

48.2 The parties to this Agreement agree to establish a Committee to examine the challenges for teachers raised by the implementation of the Nova Scotia Special Education Policy. The Committee shall:

- LES
- (a) be composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Board;
  - (b) have as its mandate to study, recommend and report to the Board its recommendations regarding the implementation of the Special Education Policy of the Province of Nova Scotia;
  - (c) report no later than December 31, 1999.

48.3 In an inclusive classroom where it is necessary to make accommodations for individual students, the necessary planning and consultation shall begin as early as possible.

48.4 The planning and consultation referred to in Article 48.3 shall follow the following procedure:

- (a) A Program Planning Team, consisting of, at least, the teacher(s) involved, parents (or guardians), the student (where appropriate), administration of the school and appropriate supervisory personnel shall assume responsibility for the maintenance of resources, coordination of services, and provision of support structures designed to ensure the effective provision of education for all students;
- (b) The Program Planning Team shall be chaired by an educational professional;

- (c) The Program Planning Team may, among other things make recommendations on the provision of:
  - (i) a student program assistant;
  - (ii) an individual program plan;
  - (iii) necessary teaching materials, resources and equipment;
  - (iv) in servicing;
  - (v) other reasonable and necessary support requested by the teacher; and
  - (iv) manipulation of variables such as classroom organization, evaluation techniques and the need for provision of time for planning and implementation.

48.5 The parties recognize that time is required to carry out the program planning and implementation referred to in this Article.

48.6 The Board shall, where reasonably possible, have the support provided to the teacher pursuant to Article 48.4 in place at the time the student with special needs is placed in the classroom.

**ARTICLE 49 - EDUCATIONAL CHANGE**

49.1 For the purposes of this Agreement the term “Educational Change” shall refer to significant:

- (a) curriculum changes;
- (b) new instructional strategies;
- (c) introduction of equipment, related material or processes; and
- (d) added teaching responsibilities outside the teacher’s usual area of responsibility

49.2 The parties recognizes the authority and responsibility of the Board to implement curriculum change and that significant change requires time and support.

4A { 49.3 When Educational Change is to be introduced by the Board, the Board shall notify the Union in writing at least ninety (90) calendar days before the introduction of the Educational Change.

49.4 When an Educational Change is announced by either the Department of Education and Culture or the Board, the change shall be referred to the Management-Teacher Committee to develop an action plan.



- 49.5 The Committee shall make recommendations leading to implementation of the Educational Change through a process of consensus building and within the financial constraints of the Board.
- 49.6 The Committee shall consider and may make recommendations which may include but not be limited to:
- (a) Strategies of and rationale for the implementations;
  - (b) Time lines for implementation;
  - (c) In-service support;
  - (d) In-service strategies;
  - (e) Recommendations for study leaves;
  - (f) The identification of and supply of resource materials such as articles, text and other related educational books and readings;
  - (g) An evaluation schedule;
  - (h) A human resource listing;
  - (i) A listing of related courses which should be made available for a recommended number of teachers;
  - (j) The supply of instructional materials required; and
  - (k) The provision and supply of facilities and special equipment needed and a support budget.

#### **ARTICLE 50 - SCHOOL CLIMATE**

50.1 The parties acknowledge that proper school discipline is essential *to* educational achievement and a positive school climate. Further, that abusive acts by pupils against teachers will not be tolerated and that the Board will act in an expeditious, comprehensive and appropriate manner should such situations occur or when other breaches of discipline take place.

50.2 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.

50.3 When a discipline concern is unresolved at the school level, a teacher(s), accompanied by the President of the Local (or designate) if so desired, shall have the right to address the issue with the appropriate Coordinator.

50.4 If the discipline concern remains unresolved, the teacher shall have the right, accompanied by the President of the Local (or designate) if so desired, to address the issue with the Superintendent of the Board, or designate.

#### **ARTICLE 51 - PRINCIPALS and VICE-PRINCIPALS**

51.1 The present administrative guideline of the Board with respect to the provision of administrative positions for schools is:

Enrollment	FTE	Principal	VP1	VP2
Less than 50	0.0	100% teaching	0.0	0.0
51-150	0.5	0.5	0.0	0.0
151-250	1.0	1.0	0.0	0.0
251-350	1.25	1.0	0.25	0.0
351-500	1.5	1.0	0.5	0.0
501-900	2.0	1.0	0.5	0.5
900+	3.0	1.0	1.0	1.0

51.2 No change to the administrative guidelines referred to in Article 51.1 shall be made without the change having first been considered by the Teacher-Board Committee.

**ARTICLE 52 - TEACHER IN CHARGE**

52.1 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this article.

52.2 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this article.

52.3 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the Board office.

52.4 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this agreement.

52.5 Where absences of administrative personnel continue for more than five (5) consecutive school days, the Teacher in Charge will assume administrative duties, excluding only formal evaluation of instruction and personnel.

52.6 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.

- 52.7 Where the appointment of a Teacher in Charge is less than one (1) day, a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.
- 52.8 Assumption of the duties of Teacher in Charge should not place an additional burden on any other staff member.

### **ARTICLE 53 - SUBSTITUTE TEACHERS**

- 53.1 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 53.2 For the purposes of Article 53.1 “not operationally required” shall include the following:
- (a) Days on which a teacher does not instruct or supervise students such as in-service days, graduation day and grading and classifying days;
  - (b) Instances where the absence of the teacher occurs unexpectedly during the school day and administrative personnel are available to assume the duties of the absent teacher; and
  - (c) Instances where the absence of the teacher occurs for reasons relating to extra-curricular activities and where student groupings can be reorganized to accommodate the teacher’s absence.
- 53.3 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the Board in Article 53.1 shall be deemed to have been satisfied.
- 53.4 If a substitute teacher’s assignment is completed and the necessary forms are submitted one (1) week before the upcoming pay period, then wages shall be paid on the next pay day. If the substitute works during the week on which salaries are paid, then payment shall be on the following pay day.

### **ARTICLE 54 - DISCRIMINATION/SEXUAL HARASSMENT**

- 54.1 The Board and the Union agree that there shall be no discrimination against any employee in accordance with the Human Rights Act (Nova Scotia).
- 54.2 The Union and the Board recognize the right of all employees to work in an environment free from sexual harassment. The Board shall discipline and/or take such other actions as

are appropriate respecting any person employed by the Board or any person under the jurisdiction of the Board, who engages in sexual harassment in the workplace.

3A1

54.3 The parties acknowledge that the Board's Administrative Guidelines on Discrimination and Harassment as of February 23, 1999 outlines the procedures to be followed with respect to any complaint.

#### **ARTICLE 55 - OCCUPATIONAL HEALTH AND SAFETY**

55.1 The Board, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of safety and health. All parties agree to comply with all applicable provisions of the Nova Scotia Occupational Health and Safety Act.

55.2 The Board will ensure that at least one (1) teacher at each school has received up-to-date first aid training, including CPR training. Any cost incurred to provide such training shall be the responsibility of the Board.

#### **ARTICLE 56 - SPECIALIST LICENSE HOLDERS PROVISIONS**

56.1 Teachers who hold Specialist Licenses and have enrolled in the retraining program, or who have commenced the program as approved by the Minister's Advisory Committee on Teacher Certification shall be entitled to transfer to a regular classroom position, or its equivalent until the re-training is complete, such assignment/position to be as determined by the Board.

56.2 Notwithstanding Article 56.1, the specialist teacher's position, in order to take advantage of Article 56.1 shall have been declared redundant.

56.3 Notwithstanding Articles 56.1 and 56.2, the union shall request the Minister of Education and Culture to grant a permit to teach while the teacher is undergoing re-training.

56.4 After a permit to teach has been issued, the teacher shall be entitled to the benefit as provided in Article 56.1

#### **ARTICLE 57 - INDIVIDUAL CONTRACT**

57.1 The Board shall enter into an individual contract with every teacher in its employ in accordance with the contract provisions set forth in the Teachers' Provincial Agreement.

#### **ARTICLE 58 - EXISTING AGREEMENTS**

58.01 This Agreement does not revoke or alter any agreement (except for collective agreements) between the parties which is not specifically dealt with herein.

**ARTICLE 59 - CORRESPONDENCE**

59.1 Any notice or correspondence from either the Union or the Board given to the other party concerning this Agreement shall be considered received by the other party when delivered by registered mail, hand delivered, by courier service, or by confirmed fax.

59.2 Except where otherwise provided by this Agreement, when sending or giving correspondence concerning this Agreement, such correspondence should be addressed, in care of the Board to:

Director of Human Resources  
Strait Regional School Board  
PO Box 300, Port Hastings, NS  
B0E 2T0

and addressed in care of the Union to:

Chairperson  
Strait Regional Representative Council  
Nova Scotia Teacher Union Local

59.3 Either party must give immediate notice to the other party if a change is made in either of the above addresses.

**ARTICLE 60 - PRINTING OF AGREEMENT**

60.1 The Union shall have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the Board shall have a copy of the Agreement.

60.2 The cost of printing shall be equally shared between the Union and the Board.

**ARTICLE 61 - SCHOOL CALENDAR**

61.1 The Nova Scotia Teachers Union shall be consulted before the calendar arrangements for teaching days and holidays and finalized in any school year.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement, at  
, Nova Scotia this            day of April, 1999.

**NOVA SCOTIA TEACHERS UNION**

**STRAIT REGIONAL SCHOOL BOARD**

\_\_\_\_\_  
President, NSTU

\_\_\_\_\_  
Chairperson, Strait Regional School Board

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

President, Antigonish Local

\_\_\_\_\_

President, Guysborough Local

\_\_\_\_\_

President, Inverness Local

\_\_\_\_\_

President, Richmond Local

\_\_\_\_\_

**APPENDIX "A"  
MEDICAL FORM**

**STRAIT REGIONAL SCHOOL BOARD  
Human Resources Department  
PO Box 300  
Port Hastings, Nova Scotia B0E 2T0  
Telephone (902) 625-7088; Fax: (902) 625-7076**

**CONFIDENTIAL INFORMATION REQUEST FORM**

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURNED TO THE STRAIT REGIONAL SCHOOL BOARD, PORT HASTINGS BY \_\_\_\_\_, 19 .

DATED: \_\_\_\_\_

**2. PHYSICIAN'S SECTION**

TO THE PHYSICIAN: Your patient is a teacher with the Strait Regional School Board. The teacher has been absent from work due to illness since \_\_\_\_\_. The Board requires information regarding the teacher's current medical condition. Please complete this form only if you have treated the teacher during the illness in question, or have predetermined medical information that this individual has been ill since that date specified above. Your cooperation is appreciated. Any fee applicable to your completing this form should be billed directly to the Strait Regional School Board.

Teachers Name: \_\_\_\_\_

Teachers Address: \_\_\_\_\_

Date(s) you attended the Teacher: \_\_\_\_\_

Duration of current illness or injury: From \_\_\_\_\_ To \_\_\_\_\_



Expected date of return to regular duties of work:

\_\_\_\_\_

Has the patient's current illness prevented him/her from reporting for and performing his/her job?

Yes \_\_\_\_\_ No \_\_\_\_\_

On the patients return to work are there restrictions on any other types of activities the employee can engage in?

\_\_\_\_\_

Physician's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Physician(s) Signature

\_\_\_\_\_  
Date

Other remarks (use additional sheet if necessary)

\_\_\_\_\_

\_\_\_\_\_

## B. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information as well as any follow-up information concerning my current illness or injury to my Employer, the Strait Regional School Board. **It is understood that this information be only of the same nature and extent as is provided under Part A of this Form and does not authorize the release of information which is different in nature or greater in extent.** I understand that I will receive a copy of any medical information received by the Board from my physician and will be made aware of any further requests for medical information by the Board.

\_\_\_\_\_  
Teachers Signature

\_\_\_\_\_  
Date

APPENDIX "B"  
SHARED TEACHING

Eligibility

Participation in shared teaching is available to teachers in the employ of the Board.

Percentage

Shared teaching is only possible on a fifty percent (50%) fifty percent (50%) basis.

Certificate

One of the shared teachers must have a permanent contract with the Board.

Application

The applications must be submitted on or before March 15<sup>th</sup> of the school year prior to the school year in which the shared teaching is to occur. The Board will respond to all applications with a firm decision by April 30<sup>th</sup>.

Supporting Documents

The applications must be accompanied by:

- (a) the proposed teaching schedule;
- (b) the recommendation of the school principal;
- (c) the recommendation of the curriculum supervisor.

Approval

Approval is at the discretion of the Board.

Contract

- (a) The teachers shall be employed on a term contract.
- (b) The teachers shall be deemed to be on permanent contract as provided by the Teachers' Provincial Agreement.
- (c) The teachers must also sign the Shared Teaching Contract.

Return to Full-Time **Position**

The return to full-time position is at the option of the teachers from school year to school year providing the teachers would not have otherwise been terminated.

**Teacher Evaluation**

Teachers involved in a shared teaching arrangement shall be evaluated in accordance with the normal evaluation criteria plus evaluations as to how the teachers work as a team.

**Duration**

Each shared teaching application is for a one (1) year period.

**Re-application**

To continue a shared teaching arrangement beyond a one (1) year period, reapplication is required. There is no obligation on the part of the Board to approve or continue any or all shared teaching arrangements.

**Salary**

Salary will be fifty percent (50%) of the teacher's applicable annual salary. The teacher who works either the first one-half (1/2) of the school year or the second one-half (1/2) of the school year shall be paid the salary entitlement during his or her time of teaching.

**Method of Payment**

Unless alternate arrangements are agreed to by the parties, salary payments will be made on a regular basis for the entire school year on the same schedule as for full-time teachers.

**Seniority**

Each sharing teacher shall accumulate one (1) full year of seniority for each year of participation in a shared teaching arrangement.

**Pension**

Each sharing teacher shall receive credit for pension purposes for ninety-seven and one-half (97 1/2) days for each year of participation in a shared teaching arrangement.

**Parental Visitation**

Both teachers in a shared teaching arrangement shall be present for Parent Visitation sessions. If school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid.

**In-service Days**

When in-service is held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is encouraged to attend.

**Benefits**

Teachers on a shared teaching arrangement shall receive the benefits set forth in the Teachers' Provincial Agreement for a teacher on a term contract.

Sick leave, maternity leave service award and salary continuation cost sharing of premium shall be on a prorated basis.

Total care cost sharing of premium, special leave, travel allowance, professional development grants, sabbatical leave, leave of absence shall be a full benefit and shall not be prorated and all other full benefits of the agreement between the Board and the Union shall apply.

**Communication**

Teachers involved in a shared teaching arrangement shall be expected to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

**Substitution**

Teachers on a shared arrangement contract teach for ninety-seven and one-half (97 1/2) days only and cannot perform any substitution unless they are in a forced lay-off or forced transfer situation.

**Opting Out**

If the shared teaching position is unsatisfactory, the participant cannot return to full-time teaching, on a permanent basis, until September of the following year. By mutual agreement, and with appropriate approval, a teacher may request a leave of absence from their shared teaching assignment.

**Application for Shared Teaching Position**

**Participating Teachers:**

Name:

Name:

Address:

Address:

Phone:

Phone:

Professional #

Professional #

**Present Teaching Assignment**

School:

School:

Grade:

Grade:

Subjects:

Subjects:

We the above named teachers hereby apply for a Shared Teaching position for the school year.

The position we wish to share involves teaching \_\_\_\_\_ subjects at the \_\_\_\_\_ grade level at \_\_\_\_\_ (school).

We understand that approval or rejection of this application is at the option of the Board.

Please find enclosed:

1. A copy of our proposed teaching schedule with rationale.
2. Recommendation of school principal.
3. Recommendation of Supervisor of Curriculum.

-----  
Teacher's Signature

-----  
Date

-----  
Teacher's Signature

-----  
Date

**SHARED TEACHING CONTRACT**

**Section I**

I, \_\_\_\_\_ hereby agree to enter a shared teaching arrangement with \_\_\_\_\_ for the school year \_\_\_\_\_

I have read the terms and conditions of the Shared Teaching Agreement as negotiated between the Nova Scotia Teachers Union and the Strait Regional School Board and agree to enter a shared teaching arrangement subject to said terms and conditions.

The said terms and conditions referred to above are contained in Article 40 and Appendix "A" Shared Teaching Provisions and the Professional Agreement between the Nova Scotia Teachers Union and the Strait Regional School Board.

-----  
Witness

-----  
Teacher's Signature

-----  
Date

**Section II**

In accordance with the terms and conditions related to Shared Teaching approval is given the above mentioned teacher to participate in a Shared Teaching position for a period of one (1) year beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_

-----  
Witness

-----  
Signature on behalf of the Board

\_\_\_\_\_  
Date

**SHARED TEACHING POSITION**

We, the teachers involved in this Shared Teaching Application wish to split this position by alternately teaching

We understand that this or any shared teaching schedule, if approved, cannot be altered or changed throughout the school year without the written permission of the Strait Regional School Board.

**RATIONALE FOR PROPOSED SCHEDULE**

-----  
Teacher's Signature

-----  
Teacher's

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**LETTER OF UNDERSTANDING #1  
GRIEVANCE PROCEDURE**

6E4

Within thirty (30) days of the signing of this Agreement, the parties shall form a joint committee of three (3) representatives from the Strait Regional School Board and three (3) representatives from the NSTU to study grievance procedures. The mandate of this "Grievance Study Committee" will be to report to the respective parties with the results of the research and any recommendations flowing from it.

Signed on behalf of the **Strait Regional School Board**

---

Signed on behalf of the **Nova Scotia Teachers Union**

---

Dated at \_\_\_\_\_, Nova Scotia this \_\_\_\_\_ day of April, 1999.

**LETTER OF UNDERSTANDING #2  
HEALTH INSURANCE**

The parties to this Agreement hereby acknowledge and understand that Article 11.1 of Article 11 (health insurance) shall be in force and effect only until the premiums in this regard are moved to Provincial jurisdiction and in the event that such an arrangement is cancelled.

Signed on behalf of the **Strait Regional School Board**

---

Signed on behalf of the **Nova Scotia Teachers Union**

---

Dated at \_\_\_\_\_, Nova Scotia this \_\_\_\_\_ day of April, 1999.