



COLLECTIVE AGREEMENT

between the

Strait District School Board

and the

Nova Scotia Teachers Union

March 26, 2003 - July 31, 2005

11293(02)

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THIS AGREEMENT made in triplicate this 26th day of **March**, 2003 A.D.

BETWEEN:

The **Strait District School Board**, a school board established pursuant to an Order in Council dated 5 April, 2002, hereinafter called "The District Board"

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"

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pursuant to the *Education Act* supersede regional agreements where there is conflict; the regulations themselves are superseded by the Provincial Agreement where there is conflict; and the *Education Act*, the statutory authority, supersedes all else in this employer-employee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 all parties to this Agreement to:

- (a) maintain and improve the harmonious relations and conditions of employment between the Strait District 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 District School Board and within the bounds of available resources;
- (e) create positive and safe learning environments for the students and teachers of the Strait District School Board; and
- (f) promote a relationship of respect, goodwill and cooperation between the Strait District 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 District School Board and the Nova Scotia Teachers Union.
- 1.2 “Day” is a day on which the Strait District School Board is scheduled to be open for regular business.
- 1.3 “Director of Education” means a person who holds a teacher’s certificate and is responsible to carry out duties of the Strait District School Board as outlined in Section 10(e)(2) of the *Education Act*.
- 1.4 “Director of Human Resources” means the person who assists in the administration of the collective agreement between the Union and the Strait District School Board.
- 1.5 “Displaced 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.
- 1.6 “District Board” means the Strait District School Board.
- 1.7 “New Position” means a vacant position that did not exist in the previous year.
- 1.8 “**Priority** Placement List” means the list of teachers who have been declared displaced in their schools and who will receive priority in placement pursuant to Article 25 - Transfer of Teachers - and Article 26 -- Board-Initiated Transfer (Displacement).

- 1.9 “REWC” means the Regional Economic Welfare Committee of the NSTU.
- 1.10 “RRC” means the Regional Representative Council of the Nova Scotia Teachers Union.
- 1.11 “Teaching Assignment” is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.
- 1.12 “Teaching Position” is at a school or schools or circuit or at the regional support level on yearly or semester basis.
- 1.13 “Teachers Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- 1.14 “School Year” means the period commencing at 12:01 a.m. on August 1st and ending at 11:59 p.m. on **July 31st**.
- 1.15 “Service” means any service recognized by any District Board replaced by the Regional Board, and subsequently replaced by a District Board in 2002 by Order in Council.
- 1.16 “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 District Board.
- 1.17 “Vacancy” means a position for which there is no incumbent teacher.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.1 The term of this Agreement shall be from the date of signing to July 31st, 2005 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 District Board acknowledges and recognizes the Nova Scotia Teachers Union as the sole bargaining agent for and on behalf of all teachers employed by the District Board.

- 3.2 The District Board further recognizes the Union to be the professional organization for the teachers in the Province of Nova Scotia.
- 3.3 The District Board recognizes that they shall deal only with the Union and its official representatives in any consultation process.
- 3.4 The Union and the District Board encourage all teachers to participate in activities sponsored by their professional organization.
- 3.5 The Union acknowledges and recognizes the District School Board as the employer enacted through the *Education Act*.
- 3.6 The Union recognizes that in dealing with issues the Union will consult with representatives of the Board through the Director of Human Resources for processing.

ARTICLE 4 - FAIRNESS

- 4.1 The District 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

- 5.1 The District Board and the Union shall establish a Management-Teacher Committee made up of not more than six (6) teacher employees appointed by the Union and six (6) management representatives of the District Board. A District 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 may require.
- 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. Submission of agenda items shall include a brief explanation of the issues giving rise to the item.
- 5.6 The District 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 after acceptance at the next meeting.

ARTICLE 6 - TEACHER-DISTRICT BOARD COMMITTEE

- 6.1 The District Board and Union agree to establish a Teacher-District Board Education Committee to discuss matters of District concern to either party.
- 6.2 The Committee shall be comprised of:
 - (a) the members of the District Board, or such fewer numbers of representatives as the District Board may appoint, but in no event less than four (4); and
 - (b) a minimum of four (4) representatives with no greater than twelve (12) representatives as the Union may determine.
- 6.3 By mutual agreement, the Union and the District 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 15th and again on or before April 15th and at such additional times as may be mutually agreed.
- 6.5 The Union and the District Board, through the Director of Human Resources shall be jointly responsible for arranging meetings of the Committee. The Chair of the RRC and Director of Human Resources in consultation with the Director of Education and the Chair of the SDSB, will prepare a tentative agenda which shall be distributed to Committee members not less than three (3) working days prior to the meeting.
- 6.6 Submissions of agenda items relating to District concerns identified by either party should include a brief explanation of the issues giving rise to them.

ARTICLE 7 - GRIEVANCE/ARBITRATION

Appointment and Recognition

- 7.1 The Union shall appoint and the District 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 District Board in writing of the members of the Grievance Committee and of any change in the membership thereof.

Teacher/Union Grievance – District Board

- 7.3 Where a teacher or the Union has a dispute with the District 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 Human Resources Director or to some person designated by the Human Resources Director, and the grievor shall forthwith provide the Grievance Committee with a copy of the grievance.
- 7.5 If the reply is not acceptable to the grievor, the Grievance Committee and the Human Resources Director shall meet within ten (10) working days and shall endeavour to settle the grievance.
- 7.6 If the Grievance Committee and the Human Resources Director are unable to settle the grievance, the Grievance Committee, at its discretion, may within ten (10) working days of the meeting with the Human Resources Director deliver notice in writing to the Director of Education requesting a meeting with the Director of Education (together with the District Board if the Director of Education so determines).
- 7.7 Within ten (10) working days of the referral of the grievance to the Director of Education, the Director of Education and the Grievance Committee shall meet and endeavour to settle the grievance. The Director of Education may have present the Human Resources Director as a resource person.
- 7.8 If the parties are unable to settle the grievance as a result of the meeting held pursuant to Article 7.7 hereof, then the Union may, within ten (10)

working days of the meeting, advise the District Board in writing that the grievance shall be referred to an arbitrator.

District Board Grievance

- 7.9 (a) Where the District 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 District Board, the District 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 Human Resources Director shall meet and shall endeavour to settle the grievance.
- (d) If the Human Resources Director and the Grievance Committee are unable to settle the grievance, the District 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.
- 7.10 The Arbitrator shall be appointed by mutual agreement between the District Board and the Union within ten (10) working days of the receipt by a party of the notice of referral pursuant to Article 7.8 or 7.9. 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.
- 7.11 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.
- 7.12 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.
- 7.13 The decision of the Arbitrator shall be final and binding upon the District Board, the Union and the teacher(s).

- 7.14 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 District Board.
- 7.15 There shall be no media publication of any proceedings under this Article, and all hearings shall be held “in camera”.
- 7.16 The time limits may be extended by mutual agreement.
- 7.17 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 District Board office is open for regular business.

ARTICLE 8 - DISTRICT BOARD POLICY, MINUTES & INFORMATION

- 8.1 The District Board shall send the Union an electronic copy of the Minutes of District Board meetings within two (2) weeks of approval of the Minutes and make available at the Board office a hard copy of the Minutes.
- 8.2
- (a) The District Board shall forward to the Union a draft of proposed changes in educational or personnel policy prior to their final consideration.
 - (b) The Union shall respond to District Board draft policy(ies) within thirty (30) days of receipt of same or within such time as the District Board may direct.
 - (c) The District Board shall acknowledge receipt of Union response to any draft policy.
 - (d) Seven (7) days (within the 30 days of 8.2(b)) prior to consideration, or within such time as the District Board may require, the Union shall present its views on the draft policy(ies) to the District Board.
 - (e) The District Board shall not introduce any policy which alters, contradicts, amends, negates or circumvents this Agreement.
- 8.3 Copies of policies, motions, resolutions and by-laws, or rules and regulations adopted by the District Board which affect the members of the Union are to be forwarded to the Union.
- 8.4 Copies of all District 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 District Board shall annually provide to the Union a copy of the approved Board budget within one (1) week of receipt of request.

ARTICLE 9 - METHOD OF PAYMENT

- 9.1 Except as herein otherwise provided, the District 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 For all teachers entering the employ of the Board as of August 1st, 2003, direct deposit shall be the only payroll option.
- 9.7 As of August 1st, 2004, all teachers in the employ of the Board shall be paid by direct deposit.
- 9.8 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.
- 9.9 The payment stub or cheque for teachers not on direct deposit will be delivered directly by the District 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.

- 9.10 Any teacher shall contact the District 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 District Board.
- 9.11 Overpayment of salary made as a result of an error may be recovered by the District 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 District Board. If the amount owing exceeds one thousand dollars (\$1,000.00), the District 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 District Board.
- 9.12 In the event that a teacher owes the Board salary after the expiration of parental leave, the payment shall be made in either of the following ways:
- (a) a teacher arranges with the Board to pay the amount owed prior to the end of the parental leave through a readjustment of money paid to the teacher for the maternity leave benefit and/or salary; or
 - (b) the Board will withhold an amount of two hundred dollars (\$200) from each pay when the teacher returns to work until the amount owed has been repaid.
- 9.13 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.
- 9.14 The last July payment shall be the adjustment payment.
- 9.15 Deductions for non-claimable days will be deducted from the next two (2) possible pay periods immediately following receipt by the Finance Department of notification of such absences.
- 9.16 The District 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 - SICK LEAVE

- 10.1 (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.

- (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.
- 10.2 Every teacher may accumulate one hundred percent (100%) of his/her unused Sick Leave to a total of 195 days (one (1) full school year), in addition to the days quoted in Article 10.1(a).
- 10.3 Teachers engaged by the District Board will join the plan as of the date of the contract between the District Board and the teacher or the first teaching day of the teacher whichever is first in time.
- 10.4 Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave, pursuant to Article 10.1(a) has been expended.
- 10.5 Where a teacher is employed by the District Board, the District 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.
- 10.6 It shall be the responsibility of the District Board to maintain a record of days credited to each teacher and days used by each teacher.
- 10.7 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.
- 10.8 Sick Leave shall be considered continuous employment with the District Board for the purposes of determining salary increments and pensions.
- 10.9 The District 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.
- 10.10 When any teacher employed by the District Board and on sick leave under this Article, is unable to commence teaching in September because of illness or injury, the District Board shall pay that teacher according to sick leave including accumulated days.
- 10.11 Subject to the provisions of Article 10.2, Sick Leave shall cease to accumulate after a teacher leaves the employ of the District Board but any accumulation of Sick Leave to the date of departure shall be reinstated if the teacher resumes teaching for the District Board.

- 10.12 Any permanent or probationary contract teacher who has used his/her accumulated sick leave and becomes ill may, at the discretion and approval of the District Board, draw an advance on sick leave to a maximum of ten (10) days.
- 10.13 Should a teacher not return to his/her employment with the District Board in the following year, as a result of termination of employment, such advance of sick leave payment as per Article 10.12 will be payable to the District Board by the teacher, upon request by the District Board.
- 10.14 Where the District 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.
- 10.15 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 inoperative while the EI Maternity Program is in effect as contained in the Teachers' Provincial Agreement.

ARTICLE 11 - BEREAVEMENT/SPECIAL LEAVE

- 11.1 (a) A teacher shall be granted five (5) days without loss of pay and benefits immediately following each death of: a parent, step-parent, son, daughter, son-in-law, daughter-in-law, step-child, grandchild, spouse or same-sex partner, brother, sister, mother-in-law, father-in-law, fiancée or former guardian.
- (b) A teacher shall be granted three (3) days without loss of pay and benefits immediately following each death of: a grandparent, sister-in-law, brother-in-law, aunt or uncle.
- (c) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
- 11.2 A teacher shall be entitled to Special Leave for a maximum of five (5) days without loss of pay and benefits in any school year for urgent and imperative reasons which shall include serious illness of the persons referred in Article 11.1(a).
- 11.3 Personal leave, to a maximum of three (3) days per school year, with pay, may be granted to teachers in the employ of the District Board at the discretion of the Director of Education.

- 11.4 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.
- 11.5 Total allowable days granted to a teacher following a multiple death event shall be determined through consultation between the teacher and the Board.

ARTICLE 12 - LEAVE OF ABSENCE.

One-year leaves

- 12.1 The District Board shall grant a one (1) year Leave of Absence to a permanent contract teacher continuing in the employ of the District 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.
- 12.2 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 District Board shall grant a second such leave upon request. The District Board may grant a second such leave for attendance to personal affairs.
- 12.3 Applications for a Leave of Absence for a full year shall be submitted to the Human Resources Director on or before March 1st of the school year prior to the one in which leave is desired.
- 12.4 When a Leave of Absence is granted to a teacher, the teacher cannot cancel the leave after April 15th of the year in which such application is made without the approval of the District Board.

Leaves Less Than One Year

- 12.5 Applications for a leave of absence of less than five (5) days duration shall be applied for in writing to the Human Resources Director as soon as possible and not less than one (1) week prior to the anticipated date of the commencement of the leave. Applications for a leave of absence greater than five (5) days and less than one full year shall be applied for not less than thirty (30) days prior to the anticipated date of the commencement of the leave. Permission to take such leave shall not be unreasonably withheld provided the absence will not unduly affect the teaching and learning environment.

- 12.6 The Union shall be informed of all the names of successful applicants for leave of absence.
- 12.7 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.
- 12.8 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.
- 12.9 Teachers on leave of absence shall make their intentions for the following school year known to the District Board, in writing, on or before March 1st of the current school year. If no notice has been received by the District Board as of March 1st, the District Board shall contact the teacher by registered or certified mail and, if no response is received by the District Board by April 15th, the teacher shall be deprived of his/her benefit pursuant to Article 12.8.

ARTICLE 13 - LOCAL UNION TIME

- 13.1 The District 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.
- 13.2 The Union shall undertake to pay the actual cost of substitute teachers used during any of the two hundred (200) days.
- 13.3 The Union further guarantees that its designate(s) shall represent the four district areas comprising the bargaining unit.
- 13.4 The Union shall supply to the District Board the names of its designates as soon as possible, but no later than October 1st of each year and the Union and the District Board shall then develop appropriate arrangements to minimize disruption to students.

ARTICLE 14 - UNION REPRESENTATION

- 14.1 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.
- 14.2 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.

- 14.3 Articles 14.1 and 14.2 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 15 - NEGOTIATIONS

See *Teachers' Provincial Agreement*, Article 31.08 (i), (ii)

ARTICLE 16 - RETIREMENT AGE

- 16.1 All teachers employed by the District Board shall automatically retire at the end of the school year in which they become age sixty-five (65).
- 16.2 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 District Board.

ARTICLE 17 - RETIREMENT SEMINAR

- 17.1 Teachers shall, upon request, be given a minimum of one (1) day to attend a Retirement Seminar sponsored by the Nova Scotia Teachers Union.
- 17.2 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.
- 17.3 The Union agrees to advise the organizers of these retirement seminars to engage in consultation with the Board in planning events within the Strait Region.

ARTICLE 18 - EDUCATIONAL EVENTS

See *Teachers' Provincial Agreement*, Article 57

ARTICLE 19 - SUMMER SCHOOL EMPLOYMENT

- 19.1 If the employer determines to provide summer school classes for students, teachers will be first appointed from the teachers presently employed by the District Board who express an interest in teaching summer school classes and who are deemed qualified and competent by the District Board to do so.
- 19.2 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.
- 19.3 Salary shall be at the rate determined by the District Board.
- 19.4 There shall be no additional benefits for teachers of summer school.

ARTICLE 20 - LEGAL ASSISTANCE AND PROTECTION

- 20.1 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 District 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 District Board shall be relieved of all obligations under this Article.
- 20.2 The provision of this Article shall apply to all teachers (regular, term, and substitute) while in the employ of the District Board.

ARTICLE 21 - COMPENSATION FOR LOSS OF PROPERTY

- 21.1 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.
- 21.2 A teacher shall be financially compensated for theft of, or damage to, said personal property (as set out in Article 21.1) which occurred during the performance, or supervision of duties/activities within the school including extra-curricular activities sponsored by the District 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.

- 21.3 Teachers shall receive compensation for personal property lost or damaged as set out in Articles 21.1 and 21.2 above. In order to receive compensation, the teacher must file documentation satisfactory to the District Board and/or the District Board's insurers. Compensation will be based on replacement value.

ARTICLE 22 - ASSIGNMENTS

- 22.1 A teaching position is a designation to a school, or schools, or circuit, or to the regional support level by the District School Board.
- 22.2 The Strait District School Board, through the Director of Education, determines the teaching position(s).
- 22.3
- (a) New teachers shall be given a teaching position upon signing the original contract with the Strait District Board.
 - (b) Any teacher who is to be declared displaced from a teaching position, shall be notified not later than May 7th. A list of names of teachers who are not being retained on school staff will be provided to the Union.
 - (c) Teachers already in the employ of the District Board shall be given a teaching position prior to June 1st of each year for the next year.
- 22.4
- (a) School(s) teaching assignment(s) is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.
 - (b) The Principal(s), in consultation with his/her staff determines school(s) teaching assignment(s).
 - (c) Consultation between the Principal and teachers concerning teaching assignments should begin as early as possible but not later than June 1st.
 - (d) School(s) teaching assignment(s) for the ensuing school year will be provided to teachers by June 15th of each year. Teachers shall be required to sign Notice of Assignment within two (2) days after receipt of said Notice.
 - (e) The parties to this Agreement agree that from time to time substantive changes in assignments will be required. In such cases the affected teachers, upon request, will have an opportunity to have the new assignment reviewed by the Principal. If after such review, the matter remains unresolved, a written response by the Principal will be provided to the teacher and the Union outlining the reasons for the change in assignment.
- 22.5 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 26 - Board-Initiated Transfer - shall apply.

- 22.6 Where it becomes necessary to redistribute teacher workload, it shall be done so as to have the least detrimental effect on teachers affected.

ARTICLE 23 - ASSIGNMENTS (SEMESTERING)

23.1 Where in exceptional circumstances the District Board designates a teacher (holding a full-time permanent or probationary contract) to one position in a school for the first semester of a school year and a second position in another school for the second semester, the following shall apply:

- (a) unless there is mutual consent of the teacher and the District Board, such semester designation shall only be made in accordance with Article 26 – Board-Initiated Transfer;
- (b) such a dual position 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 positions, the teacher shall have been considered to have been only in the first position (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 24 - SENIORITY AND STAFF REDUCTION

Seniority

24.1 Seniority shall denote the period during which the teacher has been continuously employed by the District Board or its predecessors.

24.2 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 District Board expressly provides;
- (d) during the period provided for a maternity leave, parental leave; and
- (e) during an educational leave with pay.

24.3 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 District 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.

24.4 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 District Board shall be prepared by the District 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 Human Resources Director. Such list shall be conclusive evidence of the seniority of permanent contract teachers employed by the District 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 District Board shall be prepared by the District 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 District Board and may be dismissed without cause.
- (c) Teachers shall be placed on the respective seniority list in accordance with the provisions of Article 24.6.

24.5 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.

24.6 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 District Board with the greatest number of consecutive years of teaching service with the District Board.
- (b) Second, where consecutive years of service are the same, the total years of service with the District Board shall be considered.
- (c) Third, where seniority with the District Board is identical after considerations (a) and (b) above, service in the teaching profession will be taken into consideration.
- (d) Fourth, the District 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 24.10 (a) as determined by the District Board.

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

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

Retention of Teachers

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

- (a) first, permanent Contract teachers in accordance with the seniority list established pursuant to Article 24.4(a); and
- (b) second, probationary teachers, in accordance with and subject to Article 24.4(b).

Program Protection

- 24.10 (a) If the District Board is of the opinion that the teacher, who is to be terminated in accordance with the seniority provision, is necessary to retain a full complement of teachers in a school to provide the necessary programs and services the District Board may designate that teacher as being essential to the program.
- (b) In the event that the Union does not agree with the District Board's decision, then procedures as established in Article 25.9 (c) shall apply.
- (c) If the matter is not resolved, the District Board shall proceed in

accordance with provisions of the *Education Act* for termination of teacher.

- (d) 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 District 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 District Board after consultation with the teacher. The District Board shall act in a reasonable manner when determining the appropriate training.
- (e) 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.

Staff Reduction

- 24.11
- (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 District Board or its officers as soon as a firm decision is made.
 - (c) The District Board shall provide a suitable letter for any teacher leaving because of staff reduction.
 - (d) The District 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 District 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 District Board, provided they are qualified, in the opinion of the District Board, to fill the position.
 - (f) 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 District Board.

24.12 Teachers unemployed because of staff reduction shall, if they request, 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 25 - TRANSFER OF TEACHERS

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

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

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

(a) by May 1st compile a list of permanent job vacancies available for the following school year. In the event that the District Board is unable to complete its staffing requirements by May 1st, 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, newly created positions and all other full year leaves. Semester leaves may be offered for consideration;

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

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

25.4 (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 25.4 (a), in the event that an obvious solution to a problem placement of a teacher on the priority placement list exists, the District Board, may invoke the

provisions of Article 26.6 – Board-Initiated Transfer - to accomplish same.

- 25.5 A teacher shall accept the position applied for and offered subject to changed personal circumstances.
- 25.6 The Human Resources Director shall meet with representatives of the Union to discuss all voluntary transfers and shall provide all necessary information to monitor the process.
- 25.7 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 in the second round.
- 25.8 Where staff reduction necessitates displacement from a school, teachers shall be transferred out of the school according to their positions in the system seniority list. (Refer to Articles 26.6 through 26.9)

Program Protection

- 25.9 Notwithstanding Article 25.8, the District Board may determine that a program(s), taught by the least senior teacher(s) is/are essential to that school's overall program:

Procedures:

- (a) The school Principal in consultation with the Human Resources Director shall endeavour to fill the declared essential program(s) within the existing staff of the affected school.
- (b) If in the judgement of the District 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 the event that the Union does not agree with the District Board's decision, then a committee, as referred to in Article 24.10 (b), consisting of three (3) members of the Union and a committee of three (3) members of the District Board shall meet within ten (10) days to discuss the District Board's decision and resolve the matter.
- (d) 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.
- (e) Both the District Board and the Union shall be provided the opportunity to make written and oral submissions to the Arbitrator.

- (f) The decision of the Arbitrator shall be binding on both parties.
- 25.10 To accommodate teachers who are on the priority placement list and who are unsuccessful in obtaining a position through the voluntary transfer process, the District 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 District Board.
- 25.11 Following the completion of the voluntary transfer process and the listing of positions pursuant to Article 25.10, all teachers remaining on the priority placement list shall be given three (3) days to indicate their preferences to the District 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 in Article 25.4(b).
- 25.12 The Human Resources Director 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.
- 25.13 Positions which remain unfilled following the placement of transfers from the priority placement list are available to the District Board for placement/hiring.
- 25.14 The District Board agrees that, for the ensuing school year, vacant positions pursuant to Article 25.13 shall be filled by the District Board in the following order:
- (a) first, permanent contract teachers (for vacancies arising before July 31st in any year);
 - (b) second, teachers on the re-employment list pursuant to Article 24.11; and
 - (c) third, term contract teachers pursuant to Articles 33.01(i) and 33.08 of *The Teachers Provincial Agreement* who have at least two (2) years full-time consecutive years of service with the SDSB in the immediately preceding school years in order of seniority on the basis of consecutive service with the Board, provided the teacher is, in the judgement of the Board, qualified to fill the position. Such positions shall be offered in the following order:

- i. regular teaching positions;
 - ii. term positions pursuant to Article 33.01(i) of the *TPA*;
 - iii. any other term position.
 - (d) fourth, term contract teachers:
 - i. who have service in consecutive school years with the SDSB; and
 - ii. whose total term contract service has been for a minimum of (60) days in each of those consecutive school years; and
 - iii. whose aggregate of term service is at least three hundred and ninety (**390**) days taught and claimed in order of the most days taught and claimed, provided the teacher is, in the judgement of the Board, qualified to fill the position so offered. Said positions shall be offered in the following order:
 - a) regular teaching positions;
 - b) term positions pursuant to Article 33.01(i) of the *TPA*;
 - c) any other term position.
- 25.15 Notwithstanding Article 25.2(b), in the event that school construction results in the closure of a school or part of a school the provisions of Article 30 (School Facility/Building Closures) will apply.
- 25.16 In the event that in a particular school year a teacher is required to leave a school pursuant to Article 25.8 and by September 20th 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.
- 25.17 (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.
- 25.18 Where the posted qualifications for a position pursuant to Article 25.2 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.
- 25.19 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 District Board may, following consultation with the Union, remove the position from the provisions of this Article and proceed to recruit externally.

ARTICLE 26 - BOARD-INITIATED TRANSFER

- 26.1 A teacher, including supervisory personnel, may be transferred from one position to another position only after mutual discussion between the teacher and the District Board. The teacher or supervisory personnel scheduled for transfer shall have the right to have union representation present during discussions surrounding the transfer.
- 26.2 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 District Board and the teacher), such change may be made after prior consultation with the teacher affected. In effecting such transfers, the District 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;
 - ii. 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;
 - viii. whether the teacher has a license to drive a motor vehicle;
 - ix. any physical disabilities or health problems of the teacher;
 - x. the availability of car pools or other means of transportation;
 - xi. the availability of other equally qualified teachers for the position to be filled;
 - xi. the community activities of the teacher involved; and
 - xiii. the initial assignment held by the teacher with the District 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.

- 26.3 In the event that a teacher grieves a transfer effected pursuant to Article 26.2, the District Board shall bear the burden of establishing that the transfer was in compliance with Article 26.2.
- 26.4 In the event that a teacher grieves a transfer effected pursuant to Article 26.3:
- (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 26.2.
- 26.5 No teacher shall be transferred after October 1st unless by mutual agreement of the teacher and the District Board.

Board-Initiated Transfer

- 26.6 (a) Notwithstanding Article 25 - Transfer of Teachers and Article 26.2 – Board-Initiated Transfers - in the event that displacement occurs in a school, a teacher(s) may be transferred to another school. The provisions of Article 30 - School Facility/Building Closures - shall apply before the provisions of this Article.
- (b) In effecting transfers pursuant to sub-clause (a), the District Board shall consider qualifications and place of residence.
- 26.7 Any teacher transferred pursuant to Article 26.6 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 teacher’s previous school by at least forty (40) kilometres.
- 26.8 Such compensation shall be at the rate established by the *Teachers Provincial Agreement* and shall be paid no later than the fifteenth (15th) day of the following month.
- 26.9 In instances of District Board initiated transfers, necessitated by school-based displacement, 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 District Board shall notify said teacher of the vacancy in his/her original school as soon as the vacancy is determined.

ARTICLE 27 - ADMINISTRATIVE APPOINTMENTS

- 27.1 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.
- 27.2 Vacancies and newly created positions shall be made available on the WEB page of the Board at least seven (7) days prior to closing out the position and a hard copy of the posting made available to the Union at the Board office.

ARTICLE 28 - EXCHANGE IN REGION

One Year

- 28.1 Teachers and administrators may apply for a one (1) year exchange of position within the Strait District School Board.
- 28.2 Exchange under this Article shall be available only to those teachers or administrators who are on permanent contract. The District Board shall undertake to publish a list of teachers desiring in-region exchanges and invite applications from interested teachers by March 1st.
- 28.3 On completion of the exchange program, a teacher or administrator shall return to his/her former position, unless changed in accordance with the provisions of this Agreement.
- 28.4 Application for teacher exchange shall be made on the approved form (see Appendix C) and shall be forwarded to the Principals involved and the Human Resources Director not later than March 1st of the year prior to the school year in which the exchange is to take place.
- 28.5 An extension beyond one (1) year shall be possible with the approval of the District Board.

One Semester

- 28.6 Notwithstanding Article 28.4, 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.

General

- 28.7 Teacher exchanges must be at no additional cost to the District Board.

- 28.8 When the District Board approves an exchange under this Article, the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.
- 28.9 It is understood that all applicants must be immediately qualified to undertake the position proposed in the exchange.

ARTICLE 29 - SHARED TEACHING

- 29.1 The parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".
- 29.2 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 District Board.

ARTICLE 30 - SCHOOL FACILITY/BUILDING CLOSURES (All or Part)

- 30.1 When the District 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.
- 30.2 When an entire school is to be closed, staff shall be transferred with their students to the different facility(ies).
- 30.3 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.
- 30.4 Upon placement in their new facility, staff shall acquire seniority placement based upon their respective position on the system wide seniority list.
- 30.5 Individual designations pursuant to Articles 30.2 and 30.3, 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.
- 30.6 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 District Board and two (2) appointed by the Union. The mandate of the Committee is to facilitate a smooth transition of teachers to their new position.

ARTICLE 31 - TEACHER WORKLOAD

- 31.1 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.
- 31.2 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.
- 31.3 The essential health and welfare needs of teachers shall be accommodated within their workload.
- 31.4 The District Board and the Union agree that issues of workload may properly be referred to the Management-Teacher Committee for consideration and recommendation.

ARTICLE 32 - MARKING AND PREPARATION TIME

See *Teachers' Provincial Agreement*, Appendix H.

ARTICLE 33 - PARENT-TEACHER MEETING

- 33.1 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 (½) days each coupled with an evening.

ARTICLE 34 - ADDITIONAL INSTRUCTIONAL SERVICES

- 34.1 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).
- 34.2 The Board will review the responsibilities of teachers who are required to teach approved courses involving out of school supervision of students in the community as part of their regular instructional day. As part of the review the Board will:
- (a) receive submission from the Regional Representative Council of the Union;
 - (b) release the report of the review to the RRC;
 - (c) attempt to effect the recommendations of the review.

ARTICLE 35 - INCLUSION

- 35.1 If a teacher has a concern that the Special Education Policy of the District 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 a Coordinator of Student Services who may require a meeting of the Program Planning Team to ensure that the policy of the District Board is followed.
- 35.2 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.
- 35.3 The planning and consultation referred to in Article 35.2 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
 - vi. manipulation of variables such as classroom organization, evaluation techniques and the need for provision of time for planning and implementation.

35.4 The parties recognize that quality time is required to carry out program planning, however, individual IPP meetings held outside instructional time should not normally exceed one hour.

35.5 The Board shall, where reasonably possible, have the support provided to the teacher pursuant to Article 35.3 in place at the time the student with special needs is placed in the classroom.

ARTICLE 36 - EDUCATIONAL CHANGE

36.1 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.

36.2 The parties recognize the authority and responsibility of the District Board to implement curriculum change and that significant change requires time and support.

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

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

- 36.5 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 District Board.
- 36.6 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 37 - SCHOOL CLIMATE

- 37.1 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 District Board will act in an expeditious, comprehensive and appropriate manner should such situations occur or when other breaches of discipline take place.
- 37.2 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 37.3 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.
- 37.4 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 Director of Education, or designate.

ARTICLE 38 - TEACHER IN CHARGE

- 38.1 A teacher may be appointed by the Director of Human Resources or designate as a Teacher in Charge in accordance with this Article.

- 38.2 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.
- 38.3 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 District administrative staff.
- 38.4 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- 38.5 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.
- 38.6 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.
- 38.7 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.
- 38.8 Assumption of the duties of Teacher in Charge should not place an additional burden on any other staff member.

ARTICLE 39 - SUBSTITUTE TEACHERS

- 39.1 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 39.2 For the purposes of Article 39.1 “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.
- 39.3 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the District Board in Article 40.1 shall be deemed to have been satisfied.
- 39.4 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 by the District Board on the next pay day. If the substitute works during the week on which salaries are paid, then payment shall be on the following payday,

ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY

- 40.1 The District Board, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of safety and health at all school and work sites. All parties agree to comply with all applicable provisions of the *Nova Scotia Occupational Health and Safety Act*.
- 40.2 The District 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 District Board.

ARTICLE 41 - COLLECTION OF MONEY

- 41.1 Teachers shall not be liable for the loss of monies collected for any school purposes, provided the teacher can show that he/she acted in a responsible manner and without wilful misconduct in the handling of such monies.

ARTICLE 42 - CORRESPONDENCE

- 42.1 Any notice or correspondence from either the Union or the District 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.
- 42.2 Except where otherwise provided by this Agreement, when sending or giving correspondence concerning this Agreement, such correspondence should be addressed, in care of the District Board to:

Human Resources Director
Strait Regional School Board
16 Cemetary Rd.
Port Hastings, NS
B9A 1K6

and addressed in care of the Union to:

Chairperson
Strait Regional Representative Council
Nova Scotia Teacher Union Local

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

ARTICLE 43 - PRINTING OF AGREEMENT

- 43.1 The Union shall have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the District Board shall have a copy of the Agreement.
- 43.2 The cost of printing shall be equally shared between the Union and the District Board.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Port Hastings, Inverness County, Nova Scotia this 26th day of March, 2003.

**NOVA SCOTIA
TEACHERS UNION**

**STRAIT DISTRICT
SCHOOL BOARD**

Brian Forbes
President, NSTU

George Kehoe
Chairperson, Strait District
School Board

Earle Tubrett
Witness

Phonse Gillis
Witness

Bernie MacDougall
President, Antigonish Local

Deborah MacLeod
President, Guysborough Local

Herbert Jerome!
President, Inverness Local

Lynn Wambolt
President, Richmond Local

APPENDIX "A"
MEDICAL FORM

STRAIT DISTRICT SCHOOL BOARD
Human Resources Department
16 Cemetery Road
Port Hastings, Nova Scotia B9A 1K6
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 DISTRICT SCHOOL BOARD,
PORT HASTINGS BY _____

DATED: _____

A. PHYSICIAN'S SECTION

TO THE PHYSICIAN: Your patient is a teacher with the Strait District School Board. The teacher has been absent from work due to illness since _____, The District 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 District 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 patient's 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 District 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 District Board from my physician and will be made aware of any further requests for medical information by the District Board.

Teacher's Signature

Date

APPENDIX “B” SHARED TEACHING

Eligibility

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

Application

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

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 District 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 District 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 (½) of the school year of the second one-half (½) 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 (97½) 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 District 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") 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 District 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

Teacher's Signature

Date

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 District 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 29 and Appendix "A" - Shared Teaching Provisions - and the *Professional Agreement* between the Nova Scotia Teachers Union and the Strait Regional School Board and the District 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 of behalf of District 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 District School Board.

RATIONALE FOR PROPOSED SCHEDULE

Teacher's Signature

Teacher's Signature

Date

Date

LETTER OF UNDERSTANDING#1

The Parties to this Agreement - the Strait District School Board and the Nova Scotia Teachers Union recognize that a number of articles were removed from regional contracts as part of an agreed transfer to provincial level bargaining.

The Department of Education and the Nova Scotia Teachers Union identified the following Articles, which were included as part of the Collective Agreement in force and effect as of September 5, 2002 between the Strait Regional School Board, the Strait District School Board and the Nova Scotia Teachers Union, as being among the transferred Articles:

- Article 10 - Deductions
- Article 11 - Health
- Article 12 - Service Award/Death Benefit
- Article 13 - Travel Allowance
- Article 17 - Deferred Salary Leave Plan
- Article 18 - Parental Leave
- Article 22 - Contracting Out
- Article 23 - Personal File
- Article 24 - Advance Request Credit
- Article 27 - Falsely Accused Employee Assistance
- Article 30 - Liability Insurance
- Article 42 - Accommodation
- Article 43 - Staff Development
- Article 51 - Principal & Vice-Principal
- Article 54 - Discrimination & Sexual Harassment
- Article 56 - Specialist License Holders Provisions
- Article 57 - Individual Contracts
- Article 61 - School Calendar

Brian Forbes

NSTU

George Kehoe

SDSB

March 26, 2003

Date

LETTER OF UNDERSTANDING #2

The parties to this Agreement recognize the need to identify the programs to be protected pursuant to Article 25 and 26 of this Agreement and agree to establish a committee consisting of three (3) members appointed by the union and three (3) members appointed by the board to review the following:

- A. The basis for declaring a program essential to a school
- B. The distinction between a program and a teaching strategy
- C. Such other related matters as the Committee determines appropriate

The parties agree that this report shall form the basis of discussions for all staffing procedures impacted by the issue of program protection, pursuant to this Agreement.

The parties agree to complete this review by March 30 2003.

Brian Forbes

NSTU

George Kehoe

SDSB

March 26, 2003

Date