



- 2.01 The Board acknowledges and recognizes the Nova Scotia Teachers Union to be the exclusive bargaining agent for teachers employed by the Board.

### **ARTICLE 3 SALARIES AND TEACHING SERVICE**

- 3.01 The Board shall pay every teacher employed by it, regardless of the grade level taught, in accordance with the salary provisions of the Teachers' Provincial Agreement.
- 3.02 The Board shall pay additional salary to supervisory personnel in accordance with the Teachers' Provincial Agreement.
- 3.03 For the purpose of the salary scale herein, teaching service means teaching service as defined in *The Education Act* and the Teachers' Provincial Agreement whether or not the service was rendered in schools under jurisdiction of the Board.

### **ARTICLE 4 METHOD OF PAYMENT**

- 4.01 The Board shall pay, by direct deposit to the teacher's personal account at the financial institution of her/his 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. The teacher shall receive the direct deposit statement itemizing the deductions. 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. In years in which there is a three (3) week span between the second Thursday in August and the last pay date in July, the teachers shall be notified of the first pay date for August in their first pay in June.
- 4.02 In the event that a payday falls on a non-banking day, payment shall take place on the first (1st) banking day immediately preceding the non-banking day.
- 4.03 Teachers in their first (1st) year of service with the Board shall receive their August payments on the first (1<sup>st</sup>) pay date in September.
- 4.04 Substitute teachers shall receive their direct deposit for days worked no later than the second regular payday after commencement of service with the Board, and on every regular payday thereafter provided they have worked during the relevant pay period.
- 4.05 If the calculation of the number of days taught and claimed determines that a teacher at the time of her/his death had received more salary than was owing according to the

statement of days taught and claimed, the Board agrees to waive all claims to recovery of such overpayment.

- 4.06 (i) Overpayment of salary made in error to a teacher may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the pay due to the teacher within a twelve (12) month period or in such other manner as agreed to by the teacher and the Board.
- (ii) Notwithstanding Article 4.06 (i) overpayment of salary made in error to a teacher of \$780.00 or less may be recovered by the Board by withholding up to a maximum of \$30.00 per pay.
- (iii) Notwithstanding Article 4.06 (i) and (ii), overpayment of salary made in error to a teacher whose contract period is twelve (12) months or less may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the teacher's remaining pay periods.
- 4.07 Notwithstanding Article 4.06, the teacher shall only be responsible to repay the net amount of the overpayment.
- 4.08 The Board shall not attempt to recover any overpayment of salary unless notice of overpayment has been given by the Board to the teacher no later than February 28 following the end of the school year in which the overpayment occurred.
- 4.09 When the pay date specified in Article 4.01 falls within the Christmas recess, or during the March break, the direct deposit statement for that date shall be issued on the first teaching day following the Christmas and March Breaks.
- 4.10 The final pay of the school year shall be equal to the difference between the applicable annual salary and the actual salary received by regular payments less authorized deductions.
- 4.11 (i) Where direct deposit statements are to be delivered to individual teachers in their respective schools, the Board shall cause these direct deposit statements to be delivered in individually sealed envelopes.
- (ii) On or after August 1, 2004 direct deposit statements shall be provided to teachers through electronic notification (email pay stubs)
- (iii) The Board shall notify teachers and the Union three (3) months prior to the implementation of the electronic notification system in 4.11 (ii).
- 4.12 The Board shall issue T4 slips no later than February 28 of any year to all teachers employed by the Board. The Board will make its best efforts to issue T4 slips prior to that date if operationally feasible.

- 4.13 Notwithstanding Article 4.11, notifications of deposit for the months of July and August shall be forwarded to the teacher's place of residence.
- 4.14 Teachers whose assignment includes more than one (1) school will receive their direct deposit statements in the school to which they are assigned for administrative purposes.
- 4.15 With the implementation of electronic notification of direct deposit statements pursuant to Article 4.11 (ii) clauses 4.13 and 4.14 shall be deemed to be deleted from this Agreement.

## **ARTICLE 5      SICK LEAVE**

- 5.01 Teachers shall be entitled to twenty (20) days sick leave with full pay, during each year.
- 5.02 Teachers may be required to present a medical certificate, if the illness is more than five (5) consecutive days, or if there is a persistent pattern of illness.
- 5.03 Every teacher shall accumulate one hundred percent (100%) of her/his unused sick leave to a maximum of one hundred ninety-five (195) days in addition to the days granted pursuant to Article 5.01.
- 5.04 Cumulative sick leave days shall not begin to be used until the current year's regular sick leave has been expended, pursuant to Article 5.01.
- 5.05 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and the days used by each teacher.
- 5.06 The Board shall credit all sick leave to a teacher's record at the beginning of each school year and shall inform each teacher in its employ, prior to October 15 of each school year, the number of days credited to such teachers.
- 5.07 When any teacher employed by the Board is unable to commence teaching in September because of illness or accident, the Board shall pay that teacher according to sick leave including accumulated days.
- 5.08 The Board shall credit each teacher with accumulated sick leave as credited with the immediate preceding employing School Board, Community College or APSEA in Nova Scotia to the maximum of one hundred and ninety-five (195) days.
- 5.09 Alcoholism or drug dependency under active treatment in a certified Detoxification Program or in the Alcoholism and Drug Rehabilitation Program covered under the Teachers' Provincial Agreement shall be considered an illness.

- 5.10 In the event that Article 27 in the Teachers' Provincial Agreement, Leave of Absence for Pregnancy becomes null and void, a female teacher shall be permitted to use up to fifty (50) sick days during each leave for pregnancy.
- 5.11 During the period of cumulative sick leave, teachers shall receive in full, their regular salary payable by the Board.
- 5.12 Teachers who are employed pursuant to Section 4, Halifax, of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union:
- (i) shall not continue to accumulate sick leave days under Article 11, Sick Leave, of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;
  - (ii) shall retain all of their sick leave days accumulated pursuant to Article 11, Sick Leave of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;
  - (iii) notwithstanding Article 5.12 (ii) shall begin to accumulate further sick leave days to a maximum of one hundred and ninety-five (195) days as outlined in Article 5.01 and Article 5.03;
  - (iv) shall use the twenty (20) credited sick leave days pursuant to Article 5.01 prior to using the accumulative sick days. Teachers shall use the accumulative sick leave in Article 5.12 (iii) prior to using accumulated sick leave days in Article 5.12 (ii).

## **ARTICLE 6                      SPECIAL LEAVE**

- 6.01 Teachers shall be entitled to temporary Leave of Absence for a maximum of five (5) days with pay necessitated by the death in her/his immediate family or the immediate family of her/his spouse, or other legal dependents. "Immediate family" shall include grandparents, parents, husband or wife, brothers, sisters, children, grandchildren, co-habiting partner in a recognized relationship and common-law spouse.
- 6.02 Each subsequent death in the teacher's immediate family or the immediate family of her/his spouse or other legal dependents shall entitle the teacher to a Leave of Absence up to a maximum of five (5) days with pay.
- 6.03 Teachers shall be entitled to special leave of one (1) day with pay for the purpose of attending either the funeral or burial service provided such service falls on a teaching day necessitated by the death of the teacher's aunt or uncle.
- 6.04 Teachers shall be entitled to temporary Leave of Absence for a maximum of ten (10) days with pay in each school year for serious illness in the teacher's immediate family or

his/her spouse as defined in 6.01. A maximum of five (5) days are available in any one instance.

- 6.05 Teachers shall be entitled to temporary Leave of Absence for the purpose of any local examination leading to higher certificate or qualification and improved efficiency. Such leave with pay to be limited to the sessions during which the examinations actually occur.
- 6.06 Teachers shall be entitled to temporary Leave of Absence with full pay for a maximum of three (3) days in any school year for urgent or imperative responsibilities. Responsibilities shall be defined as a victim of fire or flood or such others as may be approved by the Superintendent or her/his representative.
- 6.07 The Board may, upon application, grant up to three (3) days leave with pay, or other accommodation for practicing adherents of established Religious Faiths to participate in major Holy Days of their religion.
- 6.08 Notwithstanding Article 6.01, 6.02 or Article 6.04, the Board may grant up to two (2) additional days for travel.
- 6.09 In cases where there is a death of a member of the school staff or a member of the student body, teachers may be permitted to attend the funeral service in consultation with Human Resources Staff. The principal will maintain the secure operation of the school.

## **ARTICLE 7 LEAVE OF ABSENCE**

- 7.01 The Board shall grant a one (1) school year Leave of Absence to a teacher on a permanent contract who applies for such leave.
- 7.02 The Board may grant an additional one (1) school year Leave of Absence to a teacher granted a Leave of Absence pursuant to Article 7.01, and who has applied for a second such leave.
- 7.03 (i) Applications for Leave of Absence shall be submitted to the Superintendent of Schools on or before April 1 of the school year prior to the one in which leave is desired.
- (ii) Applications for a Leave of Absence submitted after April 1 may be granted by the Board.
- 7.04 A teacher on Leave of Absence shall inform the Board on or before April 1 prior to the next school year, of her/his intention of returning to the system.

- 7.05 Upon completion of the Leave of Absence the teacher's status within the school remains the same as if the Leave of Absence had not occurred. It should be understood that nothing in the application of the Leave of Absence will affect the status of a teacher in the school should it become necessary to apply Article 19 - Seniority and Reduction or Article 10 - Staffing.
- 7.06 All benefits earned by a teacher up to the commencement of the Leave of Absence shall be held for her/him while the teacher is on Leave of Absence but no usage or further accumulation of benefits shall be permitted until the teacher resumes teaching for the Board. For greater clarity, a Leave of Absence shall have no effect on a teacher's seniority.
- 7.07 A Leave of Absence of less than one (1) year may be granted at the discretion of the Board.
- 7.08 Applications for a Leave of Absence of less than one (1) year duration shall be delivered in writing to the Board not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances the Board may grant a leave with less than two (2) months notice.

## **ARTICLE 8 ADMINISTRATIVE APPOINTMENTS AND PROMOTIONS**

- 8.01 (i) The Board shall post all vacant and one (1) year acting administrative and supervisory positions on the Board's web site for at least seven (7) days prior to the closing date of application.
- (ii) All permanent teachers are eligible to apply for positions pursuant to 8.01 (i).
- (iii) The Board shall fill the administrative/supervisory position(s) pursuant to 8.01 (i) and post the name of the successful applicant on the Board's web site within twenty (20) days of the close of the posting.
- 8.02 In selecting the most suitable applicant for each position posted in 8.01 (i), qualifications, quality of service and administrative/supervisory experience shall be the determining considerations.
- 8.03 Prior to making a reassignment of an administrator/supervisor to a position posted in 8.01 (i), the Board shall consult with the administrator/supervisor and take into consideration factors including the administrator/supervisor's wishes, experience, travel distance, career goals and proximity to retirement and shall provide written reasons for the reassignment or denial within ten (10) days if requested by the administrator/supervisor.

The Board shall initiate consultations on a reassignment with an administrator/supervisor on or before May 1 of the school year prior to the reassignment taking effect.

- 8.04 An acting position shall mean a position that results directly from the temporary absence from that position of the permanent incumbent.
- 8.05 Acting positions which are known to be for a period of less than one (1) school year, need not be advertised but will be filled by the Board.
- 8.06 The Board shall not fill a vacant position or one (1) year only position with an external applicant unless no presently employed teacher who has applied for the position meets all the criteria specified by the Board for the position including criteria with respect to qualification and teaching experience.
- 8.07 (i) The Board shall establish an eligibility pool of candidates for principal and vice-principal positions.
- (ii) Principal and vice-principal positions shall be filled either through a reassignment or through a promotion from the pool.
- (iii) Notwithstanding 8.07 (ii), in exceptional circumstances, with the approval of the Superintendent, the committee established pursuant to 8.11 may consider a teacher who is not in a vice-principal or principal pool for promotion. The Director of Human Resource Services shall immediately upon appointment inform the Union of the exceptional circumstances.
- (iv) (a) Teachers may apply to enter the vice principal pool.
- (b) Teachers who are currently vice principals or have held other major leadership roles within the system may apply to enter the principal pool.
- 8.08 (i) Teachers placed in the principal pool shall be presently a vice-principal or have held other major leadership roles within the system.
- (ii) Teachers placed in a vice-principal pool shall meet the following criteria: minimum of five (5) years teaching experience, currently employed on a permanent contract with the Board, Masters Degree or be actively pursuing one.
- 8.09 (i) A teacher denied placement in a pool may request a debriefing through the Coordinator of System Leadership or designate and at the debriefing shall be given the reasons in writing.
- (ii) A teacher denied placement in a pool shall have the right to appeal the decision to the Executive Director, Human Resource Services who can order another selection committee to consider the teacher's application for placement.
- (iii) A teacher denied placement in a pool may grieve the process or that the criteria were not applied reasonably beginning at Step Two of the grievance process.
- 8.10 A teacher placed in a pool shall remain in that pool until appointed to a vacant principal/vice-principal position. After three years and annually thereafter, teachers in



the vice-principal or principal pool shall submit proof of professional development to meet the current criteria for placement in the pool.

- 8.11 The Board shall establish a committee of at least three (3) members who shall select the successful applicant pursuant to 8.02.

## **ARTICLE 9                    DEMOTION**

- 9.01 A demotion is a Board initiated reduction in classification, pursuant to Article 44.01 of the Teachers' Provincial Agreement. No teacher shall be demoted without first being given the reasons in writing.
- 9.02 A demotion from a supervisory position to a teaching position or another supervisory position for reasons other than the termination of a program, redundancy, staff reduction or school closure, is grievable by the teacher affected.

## **ARTICLE 10                    STAFFING**

### **Postings**

- 10.01 (i) The Board shall post a minimum of three (3) rounds of postings of vacant positions between April 15 and June 15. At least one (1) round of posting shall occur after notice of assignments has been given to permanent and probationary teachers pursuant to Article 10.07.
- (ii) Vacant positions shall be posted for five (5) days and shall be open for application from permanent and probationary teachers only.
- (iii) A vacancy pursuant to Article 10.01 (i) shall be defined as:
- (a) a position which becomes available as a result of retirement, resignation, dismissal for just cause, death, a newly created position in combination with any internal reallocation of teachers within the school;
- (b) positions which become available as a result of filling positions described in Article 10.01 (iii) (a) and in 10.04 (i) and (ii).
- (iv) Vacancies as defined in 10.01 (iii) (a) that were not posted on the last round of postings pursuant to 10.01 (i) shall be filled as one (1) year only positions for the ensuing school year and shall be posted on the first round of postings the next school year.
- (v) If the position awarded pursuant to Article 10.01 ceases to exist as a result of school reduction pursuant to Article 10.08, or the teaching assignment is substantively changed, the teacher has the right to return to her/his original position.
- (vi) Where the posted qualifications for a position are altered because the position requirements have substantially changed, the position shall be re-posted.

- (vii) The name and the position of the successful applicant shall be provided to the Union and posted on the Board's web site within twenty-one (21) days of filling the position.
- 10.02
- (i) For the purposes of this article, a teacher hired prior to the commencement of staffing for the ensuing school year is an early hire. An early hire hired by way of a probationary contract may apply for positions posted pursuant to 16.01.
  - (ii) Term teachers identified in Article 10.16 and who have been granted a probationary contract for the ensuing school year may apply for positions posted pursuant to 10.01.
  - (iii)
    - (a) The Board shall provide to the Management/Teacher Committee at its April meeting a list of the names of early hires, the contract status and the program area to which hired.
    - (b) The Board shall provide to the Management/Teacher Committee at its April meeting a list of term contract teachers identified in 10.16 who have been granted a probationary contract for the ensuing school year.
    - (c) The Board shall provide to the Union within (7) days the information identified in 10.02 (iii) a and b for any early hires hired or term teachers granted a probationary contract that occurs between the April meeting of the Management/Teacher Committee and the commencement of staffing for the ensuing school year.
  - (iv) During the probationary contract period an early hire(s) or term teacher(s) granted a probationary contract for a specific program area shall be permitted to apply for and be placed in only the program areas for which hired.
  - (v)
    - (a) Notwithstanding 10.02 (iv), if the provisions of 10.02 (iv) would result in the termination of the teacher pursuant to Article 20.05 (ii) (b) Tenure of the Teachers' Provincial Agreement an early hire or term teacher may be placed in another program area in accordance with the procedures set out in Article 10.13 of this Agreement.
    - (b) The Union shall be consulted prior to the placement of an early hire or term teacher into another program area under 10.02 (v) (a).
- 10.03 The Board and the Union agree that the provisions of this Article 10 do not override the job security provisions of Article 21 of the Teachers' Provincial Agreement. This Article 10 provides a procedure for staffing for the ensuing school year, including the right of early hires to access vacant positions. Article 21 provides job security in certain instances where early hiring has taken place. The provisions of this Article 10 and Article 21 of the Teachers' Provincial Agreement are meant to be complementary and not conflicting.
- 10.04
- (i) Notwithstanding 10.01, the Board may fill up to forty (40) vacant positions each year in schools defined by the following criteria:
    - (a) a rural component

- (b) a inner city component
  - (c) historically hard to staff schools; or
  - (d) a small school component
- (ii) The Board shall fill the positions identified in 10.04 (i) on a voluntary basis from teachers who have been employed by way of a permanent or probationary contract in the preceding school year.
  - (iii) Permanent and Probationary teachers shall be assigned to positions pursuant to 10.04 (i) and (ii) for a minimum of three (3) years subject to the provisions of 10.08. The assignment may be made permanent by mutual agreement of the teacher and the Board. The Union shall be informed by June 30 of each school year of the above permanent assignments.
  - (iv) The Board shall provide to the Union a list of designated positions, the reasons for the designation and the criteria used to designate each school pursuant to 10.04 (i) at the April meeting of the Management/Teacher Committee and any subsequent designations, the reasons for the designation and the criteria used to designate each school, within seven (7) days of designation and the names of teachers assigned said positions within seven (7) days of assignment.
  - (v) At the end of the assignment pursuant to 10.04 (iii) teachers shall have a right to apply for vacancies and shall be deemed to be surplus teachers for the purposes of Article 10.08.
  - (vi) Positions designated by the Board pursuant to 10.04 (i) and not filled pursuant to 10.04 (ii) and (iii) shall be placed on a posting round pursuant to 10.01 (i). If the rounds of posting have ended in that school year the position(s) shall be forwarded to the meeting pursuant to 10.13 and filled as a one(1) year only position(s).

10.05 Permanent and probationary teachers shall apply for a posted position via the Board's on line application process. The Board may meet with any number of applicants to review competence and qualifications for a position before offering a position to the teacher. Where the Board determines that more than one (1) candidate is competent and qualified by training and/or experience relevant to the position, the position shall be offered to the applicant with the greater seniority.

10.06 A successful applicant in one (1) round of postings shall have the opportunity to apply for positions which become available in subsequent rounds.

**Notice of Assignment**

10.07 (i) Permanent and probationary teachers shall be notified of the school(s), grade level(s) and course(s) to be taught for the ensuing year by May 30 or an alternate date agreeable to both parties to the Agreement.

- (ii) Nothing herein shall prevent the Principal from making necessary changes to a teacher's assignment at any time after May 30. The Principal shall provide a written explanation of such change if requested.

### **Surplus Teachers**

- 10.08 (i) Where staff reduction becomes necessary within a school, such reduction shall be accomplished as follows:
- (a) First, a probationary teacher(s) with the least seniority shall be declared surplus to the school.
  - (b) Secondly, a permanent teacher(s) with the least seniority shall be declared surplus to the school.
- (ii) Notwithstanding 10.08 (i), a teacher with greater seniority may request to be declared surplus to the school provided this request prevents a teacher in 10.08 (i) from being declared surplus to the school.
- 10.09 All permanent and probationary teachers in one-year positions shall automatically be declared surplus to that position in the following year.
- 10.10 If a Principal, Vice Principal or department head would be subject to being declared surplus pursuant to Article 10.08, then the staff member, other than the Principal, Vice Principal or department head, with the least seniority shall be declared surplus.
- 10.11 Notwithstanding Article 10.08, the Board may determine that a program taught by the teacher with the least seniority is essential to that school's overall program(s).
- (i) The school Principal in consultation with Human Resource Services shall endeavor to fill the declared essential program(s) within the existing staff of the affected school;
  - (ii) If in the judgment 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 declared surplus.
- 10.12 Teachers declared surplus shall be eligible to apply for any available posted positions.
- 10.13 (i) A meeting shall be held with all permanent and probationary teachers declared surplus and without a position for the following school year and early hires pursuant to Article 10.02 (i) and term teachers pursuant to 10.02 (ii) who do not have a position. A list of all vacancies, and one (1) year positions will be made available. Vacant positions shall include positions that were available on the last posting round and were not filled by a permanent or probationary teacher and vacancies resulting from permanent and probationary teachers selecting vacancies on the last posting list. These positions will be offered by the Board as permanent positions to teachers who do not have a position in order of seniority subject to qualifications and experience;

- (ii) After the meeting held in 10.13 (i) vacancies and one (1) year only positions which become available prior September 1 may be offered to teachers identified in 10.13 (i) or early hires where appropriate as one (1) year only positions.
- (iii) The placement of early hires and term teachers in 10.13, (i) and (ii) shall be governed by provisions set out in Article 10.02 (iv), (v) and 10.03.

10.14 Notwithstanding Article 10.01(iii) in the event that school construction or school realignment results in the closure of a school or part of a school the teachers so affected shall be reassigned to the new site(s) on the basis of their seniority in accordance with Article 10.08. Teachers unable to be reassigned shall be declared surplus.

10.15 In the event that in a particular school year a teacher is forced to leave a school pursuant to Article 10.08 and by October 15 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.

**Term Recall**

10.16 Following the meeting pursuant to 10.13, all vacancies and one (1) year only positions which are or that become available shall be filled as one (1) year only positions by the Board in the following order:

- (i) permanent and probationary teachers on the re-employment list pursuant to Article 19.05 (iii), Seniority and Reduction of this Agreement;
- (ii) term contract teachers who have at least two (2) full time term consecutive years of service with the Board in the immediately preceding school years for a minimum of 175 days:
  - (a) to replace a regularly employed teacher who is on leave from the Board;
  - (b) to replace a regularly employed teacher who has been seconded;
  - (c) to replace a regularly employed permanent contract teacher who is job-sharing; or
  - (d) to replace a regularly employed permanent contract teacher who is employed to teach for one (1) semester in a school year

provided the placement shall be in order of the teacher's seniority in accordance with the list established pursuant to Article 12.01 (iii) Seniority and Reduction of this Agreement and further provided the teacher is, in the judgment of the School Board, qualified to fill the position so offered.

Any positions available shall be offered in the following order:

- (a) regular teaching positions;
- (b) term positions pursuant to 10.16(ii);
- (c) any other term position.

- (iii) term contract teachers:
  - (a) who have service in consecutive school years with the Board;
  - (b) whose total term contract service has been for a minimum of sixty (60) days in each of those consecutive school years, and
  - (c) whose aggregate of term contract service is at least three hundred and ninety (390) days taught and claimed,

will be offered the position in accordance with the list established pursuant to Article 12.01 (iv) Seniority and Reduction of this Agreement, provided the teacher is, in the judgment of the School Board, qualified to fill the position so offered. Any positions shall be offered in the following order:

- (a) regular teaching positions;
  - (b) term positions pursuant to 10.16 (ii);
  - (c) any other term position.
- (iv)
    - (a) Term contract teachers currently employed by the Board until October 15 of the ensuing school year provided the teacher is, in the judgement of the School Board qualified to fill the position.
    - (b) Substitute teachers who teach and claim one hundred seventy-five (175) days or more to take the place of the same regular teacher until October 15 of the ensuing school year provided the substitute teacher is, in the judgement of the School Board qualified to fill the position.
  - (v) Early hires hired by way of a term contract.
  - (vi) Term teachers and substitute teachers identified in 10.16 (iv) shall require a positive written recommendation from the appropriate supervisor along with a satisfactory evaluation for the year in order to be placed on the term rehire list. The recommendation and evaluation shall be provided to the term or substitute teacher on or before seven (7) days from the end of the term contract or the last teaching day in June or period of employment for substitute teacher. A term teacher or substitute who does not receive a recommendation or an evaluation shall automatically be placed on the term rehire list for the ensuing school year. A term teacher or substitute teacher who is not recommended for placement on the rehire list and who receives an unsatisfactory evaluation may appeal this decision to the Director of Human Resource Services or designate and has the right to have a Union representative present at this meeting.
  - (vii) The Board shall provide to the Union;
    - (a) a list of all term teachers defined in 10.16 (ii), (iii), (iv) (a), (v) and a list of substitute teachers identified in (iv) (b) prior to the posting of remaining positions following placements in accordance with 10.16 (iii).
    - (b) A list showing the placement of teachers pursuant to 10.13 and 10.16 (ii) and (iii) within fourteen (14) days of placement.

- (c) The Board shall provide to the Management/Teacher Committee at its September meeting a list showing the placement of term teachers and substitute teachers, pursuant to Article 10.16 (iv) and (v) early hires and new hires.
- (d) The Board shall provide to the Management/Teacher Committee at its November meeting a list showing the placement of term teachers and substitute teachers, pursuant to Article 10.16 (iv) and (v) early hires and new hires.
- (viii) For the purposes of Article 10.16, where a teacher has two (2) or more term contracts in the same academic school year with the Board and where the aggregate service is a minimum of one hundred and seventy-five days (175) and where the teacher has satisfactory evaluations, the teacher shall be deemed to have accumulated one (1) full time term service with the Board for the purposes of calculating the requirements under 10.16 (ii).

- 10.17 (i) (a) The Management/Teacher Committee at its April meeting shall determine if an early hire was hired by the Board for the ensuing school year.
- (b) The School Board will determine if the teacher(s) identified in 10.16 (iv) (a) would have been qualified to fill the position for which the early hire was placed and shall provide a report to the Management/ Teacher Committee at its September and November meeting.
- (ii) If the teacher(s) identified in 10.16 (iv) (a) is qualified, the Board will:
- (a) place the term teacher in an appropriate term position of not less than the teaching percentage of the early hire;
  - (b) if more than one (1) term teacher is qualified for the position the term teacher with the most days taught and claimed in consecutive years of term service with the Board shall be placed in accordance with (a). If two (2) or more term teachers have the same number of days taught and claimed in consecutive years of service with the Board, then the teacher with the lowest professional number shall be placed in accordance with (a).

10.18 A representative of Human Resources shall meet with the Management/Teacher Committee to review the posting process and placement of surplus teachers term teachers and substitute teachers.

**Employment Equity**

10.19 (i) This article applies to persons who are described in paragraph 3 in the introduction to the Board’s Affirmative Action and Employment Equity Policy dated January 2002.

- (ii) Notwithstanding 10.16 (iv) the Board may hire up to fourteen (14) persons described in 10.19 (i) annually. Such persons shall be placed following the placement of permanent teachers, probationary teachers, two (2) year one hundred percent (100%) consecutive term contract teachers pursuant to 10.16 (ii) and three hundred and ninety (390) aggregate term teachers pursuant to 10.16 (iii).
- (iii) The Union shall be informed of the names of such persons at the April meeting of the Management/Teacher Committee and shall be informed of the placement at the September meeting of the Management/Teacher Committee.

### **Circuit Teachers**

- 10.20 (i) Teachers who are assigned to more than one (1) school on a regular basis will be designated as “circuit teachers”;
- (ii) Circuit teachers shall be assigned to a base school which for the purposes of Article 10 - Staffing shall be their school.

### **Board Initiated Transfers**

10.21 A Board Initiated Transfer can occur throughout the school year.

10.22 Transfers initiated by the Board shall not be made arbitrarily, unreasonably, or unfairly. The Union shall be informed of all Board Initiated Transfers within thirty (30) days of the transfer in accordance as follows:

- (a) For situations identified in 10.23 (a) and (b) the name of the teacher(s), the position transferred from and the position transferred to;
- (b) For situations identified in 10.23 (c) and (d) the name of the teacher(s), the positions transferred from and the position transferred to and the reasons for the transfer.

10.23 Board Initiated Transfer may be made:

- (a) for bona fide medical reasons;
- (b) for exceptional personal circumstances;
- (c) to provide for professional development opportunities with the consent of the teacher;
- (d) for operational reasons related to enrolment and program.

10.24 The Board may initiate transfers of teachers from one (1) school to another only after discussing such transfer with the teacher. If the Board transfers a teacher after such discussion, it will give in writing, reasons for the transfer if requested by the teacher.

- 10.25 (i) Transfers initiated by the Board shall not result in a teacher travelling more than fifty (50) kilometers from the teacher’s original place of assignment.



- (ii) Notwithstanding (i), where there is no school within fifty (50) kilometers of the teacher's original place of assignment, the Board may transfer the teacher to a school beyond fifty (50) kilometers from the teacher's original place of assignment.

10.26 Teachers who are subject to a Board Initiated Transfer shall receive reimbursement for travel based on the difference in distance between the teacher's home and the teacher's original place of assignment and the teacher's home and the teacher's new place of assignment if that difference is greater than fifteen (15) kilometers. Reimbursement for travel shall be paid for one (1) year calculated using the travel allowance as per Article 62 - Travel Allowance of the Teachers' Provincial Agreement.

10.27 A teacher may enlist Article 14 - Grievance Resolution, if a Board Initiated Transfer results in a disagreement between the teacher and the Board over:

- (i) the inconvenience of the transfer; or
- (ii) the suitability of the teacher's new teaching assignment.

### **General**

10.28 The Board and the Union agree that a teacher replacing another teacher who is on leave is in a temporary position. The replacing teacher, so called, shall have no seniority rights over other members of a school's staff for the purposes of this Article.

10.29 The Board shall, by the last day of school, communicate to schools staffing procedures for July and August.

## **ARTICLE 11 INTERNAL TEACHER EXCHANGE**

11.01 An Internal Teacher Exchange Plan as agreed by the Board and the Union shall be implemented. The Board and the Union shall be individually responsible for advising the teachers of the details of the program. The program shall not be amended except by mutual agreement of the Board and the Union.

### **Procedures**

1. Interested teachers are to apply in writing to the Office of the Director of Human Resources by closing time on or before February 15.
2. Individual applications must be submitted on the form provided by the Human Resources Department. A master list of available exchange positions will then be circulated from this office to all applicants. Applicants will then be required to act as their own "broker" in arranging an appropriate exchange from the list provided. The proposed exchange must be endorsed by Principals and where applicable, the Administrative staff concerned and the application resubmitted.

3. Notwithstanding 2 above, applications may be facilitated by two (2) teachers reaching agreement prior to application. Such applications must indicate the approval of Principals and/or administrators concerned.
4. It is understood that all applicants must be qualified to undertake the position proposed in the exchange.
5. Final approval of all proposed exchanges will be made by the Director of Human Resources in consultation with the appropriate Administrative Staff in the light of other required Staff adjustments. Where possible, such approval will be made prior to April 30. Such approval shall not be unreasonably withheld.
6. Internal teacher exchanges shall be for a period of one (1) year's duration, with negotiation of an extension prior to February 15 of the exchange year.
7. Upon completion of the year of exchange, the teacher's status within the school remains the same as if the exchange had not occurred. It should also be understood that nothing in the application of this program will affect the status of a teacher in her/his original school or department should it become necessary to apply Article 10 - Staffing or Article 12 - Seniority and Reduction.
8. Questions with respect to the interpretation or application of the Internal Teacher Exchange Program should be directed to the Office of the Director of Human Resources.

## **ARTICLE 12 SENIORITY AND REDUCTION**

### **12.01 Seniority Lists**

- (i) A seniority list showing the names and seniority status of all permanent contract teachers employed by the Board shall be prepared by the Board. The merged seniority list as agreed to by the Board and the Union as of June 30, 1997 shall be the basis of this list. A copy of the permanent contract seniority list shall be posted in each school by October 31 of each year. Any challenge to or revision of the posted list shall be made no later than thirty (30) days following the posting of the list. After any/all challenge(s) or revision(s) have been settled and after consultation with and approval by the Union and the Board, copies of the permanent contract seniority list as finally approved shall be signed by the Presidents of the Locals and the Director of Human Resources. Changes since the last posting shall be highlighted. Only changes made to the list since the last posting shall be grievable. The resulting list shall be conclusive evidence of the seniority of permanent contract teachers as employed by the Board.

- (ii) A seniority list showing the names and seniority status of all probationary contract teachers employed by the Board shall be prepared by the Board. A copy of the probationary contract seniority list shall be posted in each school by October 31 of each year. Any challenge to or revision of the posted list shall be made no later than thirty (30) days following the posting of the list. After any/all challenge(s) or revision(s) have been settled and after consultation with and approval by the Union and the Board, copies of the probationary contract seniority list as finally approved shall be signed by the Presidents of the Locals and the Director of Human Resources, and such list shall be conclusive evidence of the seniority of probationary contract teachers as employed by the Board.
- (iii) A seniority list showing the names and date of hire of term contract teachers employed by the Board pursuant to the Article 10.16 (ii) of this Agreement who have at least two (2) years full time term consecutive years of service with the School Board shall be prepared by the Board. A copy of the term contract seniority list shall be posted in each school by October 31 of each year. Any challenge to or revision of the posted list shall be made no later than thirty (30) days following the posting of the list. After any/all challenge(s) or revision(s) have been settled and after consultation with and approval by the Union and the Board, copies of the term contract seniority list as finally approved shall be signed by the Presidents of the Locals and the Director of Human Resources, and such list shall be conclusive evidence of the seniority of term contract teachers as employed by the Board.
- (iv) A seniority list showing the names and date of hire of term contract teachers employed by the Board whose consecutive aggregate of term contract service is at least three hundred and ninety (390) days as defined in Article 10.16 (iii) of this Agreement shall be prepared by the Board.
- (v) A list showing the names, date of hire and term percentage for all term contract teachers, notwithstanding Article 12.01 (iii), employed by the Board shall be prepared by the Board. A copy of the term contract list shall be posted in each school by October 31 of each year. Any challenge to or revision of the posted list shall be made no later than thirty (30) days following the posting of the list. After any/all challenge(s) or revision(s) have been settled and after consultation with and approval by the Union and the Board, copies of the term contract list as finally approved shall be signed by the Presidents of the Locals and the Director of Human Resources, and such list shall be conclusive evidence of the service of term contract teachers as employed by the Board.
- (vi) A teacher shall be placed on her/his respective list in accordance with the date and order of hiring and subject to the provisions of Article 12.02.
- (vii) Consecutive service for a term contract teacher shall be broken when the teacher is not employed under a term contract in any school year.

## 12.02 **Seniority**

- (i) Seniority shall denote the last consecutive period during which a teacher has, in fact, been employed by the Board.
- (ii) Seniority shall continue to accumulate:
  - (a) during a teacher's absence as described in Regulations under *The Education Act*, or Teachers' Provincial Agreement;
  - (b) during a Leave of Absence with or without pay;
  - (c) in all other cases for which a professional agreement between the NSTU and the Board expressly provides.
- (iii) Seniority is lost and the teacher's name is removed from the respective seniority list for any one of the following reasons:
  - (a) resignation of the teacher;
  - (b) dismissal for cause of the teacher which remains uncontested or is confirmed by a Board of Appeal; or
  - (c) layoff or other termination of the teacher for a period of three (3) consecutive years without being recalled to a permanent teaching position.
- (iv) Teachers hired after June 30, 1997 shall be included on the respective seniority list by date and order of hiring as determined by the date of letter of offer from the Human Resources Department.
- (v) It is agreed after the signing of the official 1997-98 seniority list, that in those cases where teachers not on the 1997-98 seniority list have the same date of hire, said teachers shall be assigned their positions on the seniority list by the lowest professional number.
- (vi) 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.

### 12.03 **Staff Reduction**

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

### 12.04 **Retention**

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

- (i) First, permanent contract teachers in accordance with the seniority list established pursuant to Article 12.01 (i);

- (ii) Second, probationary contract teachers in their second year of probationary service in accordance with the seniority list established pursuant to Article 12.01 (ii);
- (iii) Third, probationary contract teachers in their first year of probationary service in accordance with the seniority list established pursuant to Article 12.01(ii);
- (iv) Fourth, term contract teachers in accordance with the seniority list established pursuant to Article 12.01 (iii);
- (v) Fifth, term contract teachers in accordance with the list established pursuant to Article 12.01 (iv);
- (vi) Sixth, term contract teachers in accordance with the list established pursuant to Article 12.01 (v).

**12.05 Procedures**

- (i) Staff reduction shall not be invoked to release teachers liable to dismissal for cause;
- (ii) Teachers directly affected by staff reduction shall be informed by the Board or its officers as soon as a decision is made. Teachers directly affected by staff reduction shall be given first opportunity to fill positions under the jurisdiction of the Board;
- (iii) The Board shall maintain a list of all teachers as defined in Article 12.04 (i) and (ii) formerly employed in the system who remain unemployed because of staff reduction. A teacher will remain on the list until his or her seniority is lost in accordance with Article 12.01 (iv) (c). 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;
- (iv) Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and shall be given priority in the hiring of long term substitutes in reverse order of dismissal;
- (v) Teachers on the Re-employment List, according to their position on the list, shall be given the opportunity to fill positions pursuant to Article 10.05 (i) - Staffing 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;
- (vi) The teacher's position on the list pursuant to Article 12.05 (iii) shall be based on the seniority of the teacher at the time of staff reduction.

**ARTICLE 13            JOB SHARING**

13.01 A Job Sharing Plan agreed by the Board and the Union as outlined in 13.03, shall be continued.

13.02 The Plan shall not be amended except by mutual agreement of the Board and the Union.

13.03

**(i) DEFINITION**

Job sharing is an arrangement which involves sharing the duties and responsibilities of a permanent teaching position on a part-time basis with another teacher. The Board and Union agree that job sharing is a feasible and desirable employment option for some teachers.

**(ii) ELIGIBILITY**

Participation in shared teaching is available to teachers in the employ of the Halifax Regional School Board at least one (1) of whom must be on Permanent Contract. The position designated as a shared teaching position shall be currently held by a Permanent Contract Teacher.

**(iii) CONTRACT**

Teachers sharing a teaching position shall be employed on a Term Contract as provided by the Teachers' Provincial Agreement. The teachers shall also sign a Shared Teaching Contract.

**(iv) APPLICATION**

The application for shared teaching and the supporting documents must be submitted before March 15. Approval of the application is at the discretion of the Board. The Board shall notify the teachers concerned of the approval or denial of this application by May 30.

**(v) DURATION AND REAPPLICATION**

Each Shared Teaching Contract is for one (1) year period after which time the sharing teachers shall be offered their original positions where practicable, or comparable positions within the system, or positions mutually agreed upon.

To continue a shared teaching arrangement beyond a one (1) year period, both teachers must inform the Superintendent or designate in writing by March 15. Approval or denial must be given by April 15. Upon approval, both teachers must sign a new Shared Teaching Contract.

**(vi) STAFF MEETINGS**

When staff meetings are held, the teacher who is regularly scheduled for duty must attend. The other teacher should, upon request, attend.

**(vii) ADMINISTRATIVE AND IN-SERVICE DAYS**

When an administrative day is declared, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is free to attend on administrative days.

When in-service days are declared, only the teacher normally scheduled for duty must attend and that teacher shall be paid for such days. The other teacher is encouraged to attend.

**(viii) PARENT TEACHER VISITATION**

Both teachers in a shared teaching arrangement shall be present for Parent Teacher sessions.

**(ix) SUBSTITUTION**

When one (1) member of a shared teaching arrangement is absent, the other member will be the preferred substitute where possible.

**(x) SALARY**

Salary will be a percentage of the teacher's annual salary based on the percentage of shared teaching time. Salary payments will be made on a regular basis for the entire school year on the same schedule as for the full-time teachers.

**(xi) SENIORITY**

Seniority is not interrupted by participation in a shared teaching arrangement.

**(xii) BENEFITS**

Teachers in 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 and retirement allowance shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days in a school year.

Total care cost sharing of premium, special leave, travel allowance, where applicable, shall not be pro-rated and all other benefits of the Agreement between the Board and the Union shall apply.

**ARTICLE 14 GRIEVANCE RESOLUTION**

14.01 For the purposes of considering and attempting to settle any dispute or complaint regarding the interpretation, application or operation of this Agreement, the procedure set forth in this Article shall be followed.

- 14.02 The Union shall, no later than September 30 of each school year, appoint and the Board shall recognize a committee of the Union as a Grievance Committee representing all teachers employed by the Board, to deal with grievances. The committee shall be known as the Grievance Committee. The Union shall inform the Board in writing of the members of the Committee or any change therein.
- 14.03 Where a teacher or the Union has a dispute with the Board or its representative regarding interpretation, application, administration or any alleged violation of this Agreement, the dispute shall constitute a grievance and the teacher or the Union shall make this known in writing to the Board.
- 14.04 Any such grievance shall be processed according to the following procedure:
- (i) The parties shall meet within ten (10) working days of the receipt of correspondence pursuant to 14.03 in an attempt to resolve the dispute.
  - (ii) The Manager of Labour Relations or designate shall reply in writing to the Union within ten (10) working days of the date of the meeting pursuant to Article 14.04 (i).
  - (iii) In the event that the dispute is not resolved to the satisfaction of the Union pursuant to Article 14.04 (i), then the Union may within ten (10) working days inform the Board in writing that it desires the matter of the grievance to proceed.
  - (iv) Within ten (10) working days of receipt of the letter pursuant to Article 14.04 (iii), the Executive Director of Human Resources shall meet with the Grievance Committee.
  - (v) If within ten (10) working days after the date of the meeting pursuant to Article 14.04 (iv), the grievance has not been satisfactorily resolved, then the Union may within ten (10) working days refer the matter to a sole Arbitrator.
  - (vi) The Arbitrator shall be appointed by mutual agreement between the Board and the Union within ten (10) working days of the receipt of the notice of referral pursuant to Article 14.04 (v). If the parties are unable to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.
  - (vii) The Arbitrator shall meet with the parties within ten (10) working days of her/his appointment and shall render a decision within the next succeeding ten (10) working day period.
- 14.05 The decision of the Arbitrator shall be final and binding upon all parties concerned, including the Board, the teacher(s), and the Union.
- 14.06 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.



- 14.07 One-half (1/2) of the costs, expenses and fees of the Arbitrator shall be paid by the Union and other half (1/2) by the Board.
- 14.08 The Union may proceed to the next step in the case of absence of a stipulated meeting or answer within the stipulated time limits.
- 14.09 Time Limits may be extended by mutual agreement of the parties and if extended shall be confirmed in writing by the parties.
- 14.10 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned.

#### **ARTICLE 15            LEGAL ASSISTANCE**

- 15.01 Where a teacher as a result of acting lawfully in performance of her/his duties as a teacher is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board undertakes to defend her/him, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains her/his own legal counsel, the Board shall be relieved of all obligations under this Article.

#### **ARTICLE 16            UNION REPRESENTATION**

- 16.01 Every teacher shall have the right to Union representation at any interview called for disciplinary purposes by supervisory personnel.
- 16.02 An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of dealing with a written warning or reprimand, a suspension or the dismissal of the teacher. Any interview in which it is not intended to deal with any of the aforementioned disciplines shall not be considered a meeting for disciplinary purposes.
- 16.03 The teacher shall be notified in advance of any meeting pursuant to Article 16.01 as to the purpose of the said meeting and the teacher shall have the opportunity to contact the school representative, local union representative, or NSTU central office for representation at the meeting.
- 16.04 If a teacher does not avail themselves of the opportunity pursuant to Article 16.03 or refuses Union representation, any discipline imposed by the Board at the meeting shall not be held to be invalid for that reason.

#### **ARTICLE 17            SUBSTITUTE TEACHERS**

- 17.01 A substitute teacher shall be hired in all cases where a regular teacher is absent unless a substitute teacher is not operationally required.
- 17.02 For the purposes of Article 17, “not operationally required” include the following:
- (i) days in which a teacher does not instruct students, such as in-service days, grading and classifying days, graduation day;
  - (ii) instances where the absence of the regular teacher occurs unexpectedly during the school day and administrative personnel are available to assume the duties of the absent teacher.
  - (iii) instances comparable to those described in (i) and (ii).
  - (iv) instances where the absence of the regular teacher occurs for reasons relating to extra-curricular school activities and where student groupings and schedules can be reorganized to accommodate for the teacher’s absence.
- 17.03 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 17.01 shall be deemed to have been satisfied.
- 17.04 The Board shall maintain a substitute list that will be adequate to meet the requirements of Article 17.

## **ARTICLE 18 CLASS CLIMATE**

- 18.01 The parties to this Agreement recognize the educational desirability of having classroom enrollments at an appropriate level in order to create conditions under which teachers are able to carry out their duties under the Teachers’ Provincial Agreement.
- 18.02 A teacher who considers that her/his class size is inconsistent with Article 18.01 or is excessive may report the facts of the situation in writing to the Principal who shall investigate, take appropriate action, and report in writing to the teacher the action taken.
- 18.03 If the Principal is unable to resolve the class size concerns of the teacher, the teacher or the Principal may report the facts of the situation to the Classroom Assessment Committee. The Classroom Assessment Committee shall be comprised of an appointed coordinator and one (1) member designated by the Union.
- 18.04 The Committee shall meet with the teacher and the Principal within ten (10) days to review the teacher’s written concerns.
- 18.05 The Committee shall examine all options available within the Board and, where necessary, make recommendation(s) to the Board. For the purposes of this article, the Board shall be defined as the Executive Director of School Administration. The Committee shall provide a copy of the recommendations to the teacher and the

Principal. The Executive Director of School Administration shall inform the Committee on the status of the recommendations received from the Committee.

18.06 The Committee's considerations shall include but not be limited to:

- (i) the physical limitations of the instructional area;
- (ii) the resources available to the classroom;
- (iii) the range of educational and behavioural needs of the students in the teacher's class.

## **ARTICLE 19**            **SUMMER SCHOOL**

19.01 Teachers employed for summer school employment shall be appointed from the teachers employed by the Board with first consideration given to teachers who taught the course in the immediate preceding school year.

19.02 The rate of salary shall be seventy percent (70%) of the per diem rate applicable to each teacher. The rate of salary shall be as of August 1 of each year.

19.03 The Director of the program shall receive four hundred dollars (\$400.00) in addition to the amount stipulated in Article 19.02.

19.04 Notwithstanding Article 19.01, a teacher shall not be employed to teach summer school for more than five (5) consecutive years, except in the event that no qualified applicants are available.

## **ARTICLE 20**            **UNION RELEASE TIME**

20.01 The Board shall provide a maximum of fifty (50) days in each school year with pay for Union release time to allow teachers to carry out their duties of office. These days are to be banked and used at the discretion of the Union. The chairperson(s) of the Metro Regional Council shall advise the Executive Director of Human Resource Services in advance when days are required by a teacher.

20.02 In addition to the days provided for in Article 20.01 the Board shall allow the Union to allocate additional days to teachers to perform their duties of office provided that the Union pays to the Board the actual cost of the replacement teacher(s).

20.03 Days as provided in Articles 20.01 and 20.02 are in addition to paid days claimed under Article 31 – Other Absences of the Teachers' Provincial Agreement or when the Board, or an agent of the Board, requests a meeting with a teacher(s).

## **ARTICLE 21**            **BOARD INFORMATION**

21.01 The Board shall provide to the Union the following information upon request:

- (i) time, date and place of all regular Board Meetings;
- (ii) a copy of the agenda prior to all regular Board Meetings;
- (iii) a copy of the minutes of all regular Board Meetings;
- (iv) all non-confidential reports received and approved after each regular Board Meeting;
- (v) a copy of the Minister's Order on Education Funding;
- (vi) a copy of the Budget as approved by the Board.

## **ARTICLE 22 DAILY PLAN BOOK**

22.01 The staff of each school shall, at the Board's expense, annually decide the Plan Book to be used and ordered by the Principal.

## **ARTICLE 23 PRINTING AND DISTRIBUTION OF AGREEMENT**

23.01 The Union shall have printed sufficient copies of this Agreement so that each teacher in the bargaining unit shall have a copy of the Agreement as soon as possible after the signing of the Agreement.

23.02 Costing incurred pursuant to Article 23.01, up to one hundred and fifty dollars (\$150.00) shall be paid by the Board. Any cost in excess of one hundred and fifty dollars (\$150.00) shall be equally shared by the Board and the Union.

23.03 The Union shall be responsible for the distribution of the Agreement to its members.

## **ARTICLE 24 SECRETARIAL ASSISTANCE**

24.01 The Board shall provide secretarial assistance in the schools within the system.

## **ARTICLE 25 COMPENSATION FOR LOSS OF PROPERTY**

25.01 If a teacher wishes to receive compensation for personal property that was lost or damaged while being used for instructional purposes within the school, the teacher shall have the written authorization of school-based administration prior to the use of such property.

25.02 A teacher shall be financially compensated for theft of, or damage to, said personal property (as set out in Article 25.01) 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.

25.03 Teachers shall receive compensation for personal property lost or damaged as set out in Article 25.01 and Article 25.02 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 depreciated value.

25.04 The Board may reimburse teachers for reasonable expense for eyeglasses that are damaged in the course of a teacher's duties.

## **ARTICLE 26            EDUCATIONAL CHANGE**

26.01 Educational change refers to the introduction of methods, theories and practices that are intended to continually improve teachers' professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.

26.02 Both parties recognize that continual improvements of educational process relies on the need to change and adjust and both parties recognize the importance of dialogues not only at the initial but at subsequent stages as a way of preparing for and encouraging change and adjustment.

26.03 Either party may convene a meeting of the Management/Teacher Committee to discuss significant impending changes referred to above. Such discussions shall include consideration of the impact on teaching staff, the re-training needs and the in-service needs of teachers.

## **ARTICLE 27            OCCUPATIONAL HEALTH AND SAFETY**

27.01 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* and Regulations under the Act.

## **ARTICLE 28            RETIREMENT AGE**

28.01 Teachers shall retire at age sixty-five (65).

28.02 Retirement shall be effective at the end of the school year in which the teacher reaches her/his sixty-fifth (65th) birthday.

## **ARTICLE 29            MANAGEMENT/TEACHER COMMITTEE**

29.01 The Board and the Union shall establish a Management/Teacher Committee made up of not more than four (4) members appointed by the Union and four (4) representatives of the Board's management. Two of the Board's representatives shall be the Executive Director of Human Resource Services and one other senior member of the Human Resources Department.

A Board representative and a Union representative from the committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

29.02 The mandate of the Management/Teacher Committee is to consider matters of concern to either party and to foster good communication and effective working relationships provided that it does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.

29.03 The Management/Teacher Committee shall meet in September, November and April and not less than two other times during the academic school year.

29.04 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.

29.05 The agenda for each Management/Teacher Committee meeting shall be set five (5) working days prior to the meeting as mutually agreed to by the joint chairpersons.

29.06 The Board will record and circulate the minutes of the meeting.

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

### **ARTICLE 30                    ADDITIONAL INSTRUCTION SERVICES**

30.01 Teachers shall be required, upon request through the Principal, to provide students who are absent, copies of lesson plans that were prepared for the instructional periods taught by the teacher; course outline; tests and/or examinations (for information purposes only); and such other materials as the teacher may regularly prepare for the student's class. Teachers shall not be expected to prepare additional materials or to release tests/exam materials prior to their release to the class. Reasonable notice shall be given for any such requests.

### **ARTICLE 31                    SCHOOL CLIMATE**

31.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Further, acts of violence and/or abuse in

the school will not be tolerated. The parties will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.

- 31.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 31.03 When a discipline concern is unresolved at the school level, a teacher(s), accompanied by the President of the Local if so desired shall have the right to address the issue with the appropriate Facilitator.
- 31.04 If the discipline concern remains unresolved the teacher shall have the right, accompanied by the President of the Local if so desired, to address the issue with the appropriate Coordinator.

### **ARTICLE 32**                    **COLLECTION OF MONEY**

- 32.01 Teachers shall not be liable for the loss of money collected for any purposes, provided the teacher can show that he/she acted in a responsible manner in the handling of such monies.

### **ARTICLE 33**                    **TEACHER IN CHARGE**

- 33.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 33.02 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 clause.
- 33.03 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision is 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.
- 33.04 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- 33.05 Where absences of administrative personnel continue for more than five (5) consecutive school days, the Teacher in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
- 33.06 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. Teacher application to be a

Teacher in Charge must be made to the Principal by September 15 of each school year. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.

**ARTICLE 34 RETIREMENT SEMINARS**

34.01 Teachers within five (5) years of retirement shall upon request be given two (2) days without loss of salary or benefits for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union, Substitute teachers to a maximum of four (400) hundred substitute days per school year, shall be hired by the Board to replace said teachers.

34.02 Teachers shall be permitted to attend one such seminar. Preference in attendance shall be given first to those teachers closest to retirement.

34.03 The Union shall forward the names of teachers in attendance at a seminar within fourteen (14) days of the seminar

**ARTICLE 35 GENERAL PROVISIONS**

35.01 Teachers employed by the Board are employed as teachers in the school system under the jurisdiction of the Board and not as teachers of a particular class or school.

35.02 The Board shall exercise its rights under this Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Agreement.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**HALIFAX REGIONAL SCHOOL BOARD  
(hereinafter referred to as the “Board”)**

**and the**

**NOVA SCOTIA TEACHERS UNION  
(hereinafter referred to as the “Union”)**

**Non-Teaching Support Staff**

This letter is to confirm the commitment of the Halifax Regional School Board made during negotiations to provide one (1) non-teaching support staff at Prince Andrew and Dartmouth High School respectively on a full-time basis. Union has right to grieve if position(s) disappear.

Signed on behalf of the **Halifax Regional School Board:**

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

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Dated at Dartmouth, Nova Scotia this \_ day of April, 2004

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HALIFAX REGIONAL SCHOOL BOARD**  
**(hereinafter referred to as the “Board”)**

**and the**

**NOVA SCOTIA TEACHERS UNION**  
**(hereinafter referred to as the “Union”)**

**Article 14.00 - Administrative Appointments and Promotions**

This is to confirm our agreement that for purposes of Article 14 – Administrative Appointments and Promotions the word reassignment means “lateral transfer”.

Signed on behalf of the **Halifax Regional School Board:**

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

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Dated at Dartmouth, Nova Scotia this \_day of April, 2004.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HALIFAX REGIONAL SCHOOL BOARD**  
(hereinafter referred to as the “Board”)

**and the**

**NOVA SCOTIA TEACHERS UNION**  
(hereinafter referred to as the “Union”)

**Article 14.02 - Administrative Appointments and Promotions**

This letter is to confirm that the parties agree, while this Agreement remains in force and effect, service with the previously existing District Boards and the Halifax Regional School Board shall, for purposes of Article 14.02, be considered by the Board in the same manner as for Administrative Appointments and Promotions in Protocol 4.02, Section 1, Protocol Agreement dated March 26, 1997.

Signed on behalf of the **Halifax Regional School Board:**

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

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Dated at Dartmouth, Nova Scotia this \_day of April 2004.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HALIFAX REGIONAL SCHOOL BOARD**  
**(hereinafter referred to as the “Board”)**

**and the**

**NOVA SCOTIA TEACHERS UNION**  
**(hereinafter referred to as the “Union”)**

**Implementation Date**

It is understood and agreed by the parties, in the Agreement:

- (a) Clauses that are unchanged from clauses existing in the Halifax Regional Agreement dated December 8, 1998 are continued in effect from January 1, 2001.
- (b) Clauses that state an effective date are effective on the stated date.
- (c) All other clauses in this Agreement are effective on the date of the signing of this Agreement.

Signed on behalf of the **Halifax Regional School Board:**

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

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Dated at Dartmouth, Nova Scotia this \_day of April 2004.

## LETTER OF INTERPRETATION

### ARTICLE 16.04 – COLLECTIVE AGREEMENT

The parties agree to define the terms used in 16.04 (i) as follows:

“Rural component” would be defined as schools in rural areas serving a student population where the majority of students are bussed, and where the majority of students live outside of the urban and suburban core of the board.

“Inner City component” would be defined as schools serving a student population that lives in the urban core predominantly serving families considered at the lower end of the socio-economic scale.

“Small school component” would be defined as schools with small student populations that make class configurations and assignments difficult within the Board’s school staffing formulae and therefore requires additional staff and resources.

“Historically hard to staff schools” would be defined as schools that experience a significant turnover of staff as a result of permanent and probationary teachers leaving the school through the posting process. As a minimum, a significant turnover of staff would be more than a 25% turnover of staff for at least two years consecutively. The Board may request that the Teacher Management Committee make an exception to the more than 25% turnover of staff for at least two years consecutively. Such request shall not be unreasonably denied.

It is important to note that the list of schools that fall within these definitions may change over time.