

# **COLLECTIVE AGREEMENT**

**between the**

**Halifax Regional School Board**

**and the**

**Nova Scotia Teachers Union**

**August 1, 2006 - July 31, 2010**

**11294 (03)**

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**THIS AGREEMENT** made in Quadruplicate this 29th day of January, A.D., 2008

**BETWEEN**

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

**Party of the first part**

And

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

**Party of the second part**

**WHEREAS** this Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors.

**AND WHEREAS** witnessed that the parties hereto in consideration of the mutual covenants herein set out and for other good and value consideration between the said parties have agreed with each other as follows:

**ARTICLE 1                    TERM OF AGREEMENT**

1.01    This Agreement shall commence on August 1, 2006 and shall remain in full force and effect until July 31, 2010 or until a new agreement is reached in accordance with the *Teachers Collective Bargaining Act*.

**ARTICLE 2                    RECOGNITION**

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.

## **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 seven hundred eighty dollars (\$780.00) or less may be recovered by the Board by withholding up to a maximum of thirty dollars (\$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.
- (iv) Notwithstanding Article 4.06 (i), (ii), and (iii), overpayment of salary made in error to a teacher may be recovered by the Board immediately in its entirety provided the teacher is made aware of the error in writing within two (2) weeks of the overpayment.

- (v) If a grievance has been filed in respect of the question of error, the period of recovery under Article 4.06 shall not commence until the Board has responded to the grievance pursuant to Article 14.04 (iv).
- 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 sealed.  
(ii) The Board shall notify teachers and the Union three (3) months prior to the implementation of the electronic pay statement system.
- 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.
- 4.16 In the event that a teacher will owe the Board salary after the expiration of parental leave, the salary owed shall be paid as follows:
  - (i) a permanent, probationary or term contract teacher may arrange 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 pregnancy leave benefit and/or salary; or

- (ii) a permanent or probationary contract teacher shall pay the amount over eleven (11) pays unless the teacher arranges an alternate repayment schedule, agreed upon by the Board, at least one (1) month prior to the return from parental leave.

## **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 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 inform each teacher in its employ on the teacher's direct deposit statement the number of sick days credited to the teacher.
- 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 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 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 BEREAVEMENT/SPECIAL LEAVES**

### **Bereavement Leave**

- 6.01 Teachers shall be entitled to temporary Leave of Absence for a maximum of five (5) days with pay for each 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. The Board may grant up to two (2) additional days for travel.
- 6.02 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, uncle, niece or nephew.
- 6.03 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.

### **Special Leaves**

- 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 Article 6.01. A maximum of five (5) days are available in any one instance. The Board may grant two (2) additional days for travel.
- 6.05 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 other natural disaster, or such others as may be approved by the Superintendent or her/his representative. The leave shall be for the purpose of addressing the urgent or imperative matter. The teacher responsible shall return to work once the matter is under control.
- 6.06 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.

6.07 For the purpose of Article 6.01 and Article 6.02 “teachers” shall include substitute teachers who have replaced the same teacher for more than thirty-one (31) consecutive days.

## **ARTICLE 7 LEAVE OF ABSENCE**

7.01 (i) The Board shall grant a one (1) school year unpaid Leave of Absence to a teacher on a permanent contract who applies for such leave.

(ii) The Board may grant an additional one (1) school year unpaid 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. Teachers shall provide written reasons for the request.

(iii) 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; however, 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 12 - Seniority and Reduction or Article 10 - Staffing.

7.02 (i) Applications for Leave of Absence shall be submitted to the Director of Human Resource Services 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.

7.03 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.

7.04 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.

7.05 An unpaid Leave of Absence of less than one (1) year may be granted at the discretion of the Board.

7.06 Applications for an unpaid 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 Article 8.01 (i).
- (iii) The Board shall fill the administrative/supervisory position(s) pursuant to Article 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.

### **Promotion**

- 8.02 (i) In selecting the most suitable applicant for each position posted in Article 8.01 (i), qualifications, quality of service and administrative/supervisory experience shall be the determining considerations.
- (ii) The Board shall establish a committee of at least three (3) members who shall select the successful applicant pursuant to Article 8.02(i).

### **Lateral Transfer**

- 8.03 (i) Prior to a lateral transfer of an administrator/supervisor to a position posted in Article 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 lateral transfer or denial within ten (10) days if requested by the administrator/supervisor.
- (ii) The Board shall initiate consultations on a lateral transfer with an administrator/supervisor on or before May 1 of the school year prior to the lateral transfer taking effect.
- (iii) Administrators/supervisors who apply for positions pursuant to Article 8.01 and are unsuccessful shall receive a debriefing upon request with the Director of School Administration or designate.
- 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.

### **Principal and Vice Principal Pools**

- 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:
- (a) through a lateral transfer pursuant to criteria in Article 8.03;

- (b) through a selection from the principal pool pursuant to the criteria in Article 8.02;
  - (c) through a selection from the vice principal pool using the following criteria: qualifications, quality of service, and demonstrated leadership.
- (iii) The criteria in (b) and (c) above will be assessed, in part, on the basis of the interview for entry into the pools. Candidates in the pools may elect to be re-interviewed in the pool interview process in subsequent years in order to be reassessed on the selection criteria.
  - (iv) Unless there are exceptional circumstances, applicants for lateral transfers will be placed over applicants from the pools.
  - (v) Notwithstanding Article 8.07 (ii), in exceptional circumstances, with the approval of the Superintendent, the committee established pursuant to Article 8.02 (ii) 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.
- 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. Teachers who meet these criteria will then be interviewed for entry into the principal pool.
- (ii) In selecting candidates for the principal pool the determining factors shall be those listed in Article 8.02 (i).
  - (iii) To be eligible for placement in the vice principal pool teachers must 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, and completion of the Leadership Development Program where such a program is offered by the Board. Teachers who meet these criteria will then be interviewed for entry into the vice principal pool.
  - (iv) In selecting candidates for the vice principal pool, qualifications, quality of service and demonstrated leadership shall be the determining factors.
- 8.09 (i) A teacher denied placement in a pool or the Leadership Development Program may request a debriefing and at the debriefing shall be given the reasons.
- (ii) A teacher denied placement in a pool shall have the right to appeal the decision to the Director of 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 (i) A teacher placed in a pool shall remain in that pool until appointed to a vacant principal/vice-principal position or to a maximum of five (5) years.

- (ii) A teacher appointed to an acting principal /vice principal position for at least five (5) months shall remain in the pool for three (3) years from the end date of the acting assignment or until the end of the original five (5) year period, whichever is later.

## **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 the notices of assignment have been given to permanent and probationary teachers pursuant to Article 10.05.
- (ii) Vacant positions shall be posted for five (5) days and shall be open for application from permanent and probationary teachers only. Only the information provided at the time of application will be considered.
- (iii) 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.
- (iv) A successful applicant in one (1) round of postings shall have the opportunity to apply for positions which become available in subsequent rounds.
- (v) 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 (v) (a) and in Article 10.04 (i) and (iii).
- (vi) Vacancies as defined in Article 10.01 (v) (a) that were not posted on the last round of postings pursuant to Article 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.

- (vii) If the position awarded pursuant to Article 10.01 ceases to exist as a result of school reduction pursuant to Article 10.06, or the teaching assignment is substantively changed, the teacher has the right to return to her/his original position.
  - (viii) Where the posted qualifications for a position are altered because the position requirements have substantially changed, the position shall be re-posted.
  - (ix) 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 Article 10.01.
  - (ii) Term teachers identified in Article 10.14 and who have been granted a probationary contract for the ensuing school year may apply for positions posted pursuant to Article 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 Article 10.14 who have been granted a probationary contract for the ensuing school year.
    - (c) The Board shall provide to the Union within seven (7) days the information identified in Article 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) **An** early hire or term teacher granted a probationary or permanent contract for a specific program area shall be required to remain in that program area for three (3) consecutive years commencing on the date the contract becomes effective.
  - (v)
    - (a) If the provisions of Article 10.02 (iv) would result in the termination of the teacher pursuant to Article 20.05 (ii) (b) Tenure of the Teachers' Provincial Agreement the teacher may be placed in another program area in accordance with the procedures set out in Article 10.11 of this Agreement.
    - (b) The Union shall be consulted prior to the placement of a teacher into another program area under Article 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) The Board may fill up to forty (40) vacant positions each year in order to:
- (a) address the requirements of high needs schools, defined as schools serving a student population where a predominant number of families are at the lower end of the socio-economic scale, as determined by the level of income below the poverty level, and the unemployment rate;
  - (b) fill positions in historically hard to staff schools, 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 twenty-five percent (25%) turnover of staff for at least two (2) years consecutively; however, the parties may agree to include small schools with less than a twenty-five percent (**25%**) turnover rate;
  - (c) fill positions in rural schools, defined as schools belonging to the Duncan MacMillan, Eastern Shore, and Musquodoboit Rural High Families of Schools;
  - (d) provide appropriate diversity to a school pursuant to the groups identified in the Board's Diversity Management Policy dated February 2007.
- (ii) Prior to posting positions designated pursuant to Article 10.04 (i), the Board shall provide a list of said postings to the Union two (2) working days in advance. Upon request, the Board shall provide the Union the information to support the designation of a school or position in Article 10.04(i).
- (iii) The Board shall fill the positions identified in Article 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.
- (iv) Permanent and Probationary teachers shall be assigned to positions pursuant to Article 10.04 (i) and (iii) for a **minimum** of three (3) years subject to the provisions of Article 10.06. 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.
- (v) Notwithstanding Article 10.04 (iv), for extraordinary reasons, a teacher may request to be relieved of the three (3) year *commitment* to the school. The teacher shall have the right to meet with the Director of Human Resource Services in order to present his/her request and to have a Union representative present at the meeting. The decision of the Director of Human Resource Services is final, binding and not grievable.

- (vi) 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 Article 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.
- (vii) At the end of the assignment pursuant to Article 10.04 (iv) teachers shall have a right to apply for vacancies and shall be deemed to be surplus teachers for the purposes of Article 10.06, unless the assignment is made permanent pursuant to Article 10.04 (iv).
- (viii) Positions designated by the Board pursuant to Article 10.04 (i) and not filled pursuant to Article 10.04 (iii) and (iv) shall be placed on a posting round pursuant to Article 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 Article 10.11 and filled as a one (1) year only position(s).
- (ix) A Leave of Absence granted pursuant to Article 7.01 (i) and/or Article 7.01 (ii) shall not reduce the three (3) year commitment to the school pursuant to Article 10.04 (iv).

**Notice of Assignment**

- 10.05 (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**

- 10.06 (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 Article 10.06 (i), a teacher with greater seniority may request to be declared surplus to the school provided this request prevents a teacher in Article 10.06 (i) from being declared surplus to the school.
- 10.07 **All** permanent and probationary teachers in one-year positions shall automatically be declared surplus to that position in the following year.
- 10.08 If a Principal, Vice Principal or department head would be subject to being declared surplus pursuant to Article 10.06, then the staff member, other than the Principal, Vice Principal or department head, with the least seniority shall be declared surplus.



- 10.09 Notwithstanding Article 10.06, 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.
- 10.10 Teachers declared surplus shall be eligible to apply for any available posted positions.
- 10.11 (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 Article 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 Article 10.11 (i), vacancies and one (1) year only positions which become available prior September 1 may be offered to teachers identified in Article 10.11 (i) or early hires where appropriate as one (1) year only positions.
  - (iii) The placement of early hires and term teachers in Article 10.11, (i) and (ii) shall be governed by provisions set out in Article 10.02 (iv), (v) and 10.03.
- 10.12 Notwithstanding Article 10.01(v) 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 10.06. Teachers unable to be reassigned shall be declared surplus.
- 10.13 In the event that in a particular school year a teacher is forced to leave a school pursuant to Article 10.06 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.

### **Placement Provisions**

- 10.14 Following the meeting pursuant to Article 10.11, all vacancies and term positions which are or that become available shall be filled as one (1) year only positions by the Board in the order and manner below provided the teacher is qualified for the position.

However, if a term teacher pursuant to Article 10.14 (vi) (a) accepts a position that was available as a permanent vacancy in the final round of postings and at the meeting pursuant to Article 10.11, the Board may offer that term teacher a probationary contract,

and the position shall be considered to be filled on a permanent basis provided the teaching assignment does not substantially change for the ensuing school year. No term teacher will be offered a probationary contract pursuant to this clause unless all Term II and Aggregate Teachers have received probationary contracts for the ensuing school year.

- (i) permanent and probationary teachers on the re-employment list pursuant to Article 12.05 (iii), Seniority and Reduction;
- (ii) teachers who have at least two (2) full time one hundred percent (100%) term contracts of one hundred seventy-five (175) days or more in consecutive years of service with the Board in the immediately preceding school years (“Term II” Teachers).

Teachers shall be offered positions in accordance with the list established pursuant to Article 12.01 (iii) Seniority and Reduction.

- (iii) term contract teachers (“Aggregate Term” 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.

Teachers shall be offered positions in accordance with the list established pursuant to Article 12.01 (iv) Seniority and Reduction.

- (iv) Term contract teachers hired pursuant to the employment equity process in Article 10.18.
- (v) Until October 15, teachers whose service is described in (a) and (b) below shall be offered positions in accordance with their length of consecutive service with the Board (“Deemed Term II” Teachers).
  - (a) Substitute teachers who have two (2) or more years of consecutive substitute service in the immediately preceding school years of one hundred seventy-five (175) claimable days or more replacing the same teacher in a school year.
  - (b) Teachers who have two (2) consecutive years of service in the immediately preceding school years in which one was a full time one hundred percent (100%) term contract of one hundred seventy-five (175) days or more and the other was as a substitute described in (iv) (a).
  - (c) A year of service for the purposes of (a) and (b) above includes a school year in which a teacher claims one hundred seventy five (175) days or more in the same position in any combination of substitute or term service.

- (vi) (a) Until October 15, teachers who had a term contract in the previous year who do not meet the above criteria (“Term Contract” Teachers).
  - (b) Until October 15 of the ensuing school year, substitute teachers who teach and claim one hundred seventy-five (175) days or more to take the place of the same regular teacher.
  - (vii) Early hires hired by way of a term contract.
  - (viii) Term teachers and substitute teachers identified in Article 10.14 (vi) 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.
  - (ix) The Board shall provide to the Union;
    - (a) a list of all term teachers defined in Article 10.14 (ii), (iii), (v), (vi) (a), (vii) and a list of substitute teachers identified in (vi) (b) prior to the posting of remaining positions following placements in accordance with Article 10.14 (iii).
    - (b) A list showing the placement of teachers pursuant to Article 10.11 and Article 10.14 (ii) (iii) and (v) 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 10.14 (vi) and (vii) 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 10.14 (vi) and (vii) early hires and new hires.
  - (x) For the purposes of Article 10.14, 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 seventy-five (175) days 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 Article 10.14 (ii).
- 10.15 (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 Board will determine if the teacher(s) identified in Article 10.14 (vi) (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 Article 10.14 (vi) (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).

10.16 A representative of Human Resource Services shall meet with the Management/Teacher Committee to review the posting process and placement of surplus teachers, term teachers and substitute teachers.

10.17 Subject to Article 10.02 and Article 10.03, in the event the Board determines it will offer probationary contracts, contracts shall be issued in order of hire date pursuant to Article 12, Seniority and Reduction, in the following order, provided the teacher is qualified for the positions available and receives a positive recommendation:

- (i) Term II Teachers
- (ii) Aggregate Term Teachers

A teacher for whom a recommendation has not been received shall automatically be placed on the term rehire list for the ensuing school year.

### **Employment Equity**

- 10.18 (i) This article applies to persons who are described pursuant to the groups identified in the Board's Diversity Management Policy dated February 2007.
- (ii) The Board may hire up to sixteen (16) persons described in Article 10.18 (i) annually. Such persons shall be placed pursuant to Article 10.14.
- (iii) The Union shall be informed of the names of any such persons hired to date 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. The Employer will provide the Union with the names of any such persons hired after the April meeting within two (2) working days of hire.

### **Circuit Teachers**

- 10.19 (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

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

10.21 Transfers initiated by the Board shall not be made arbitrarily, unreasonably, or unfairly. Prior to initiating Board Initiated Transfers, the Board shall provide the Union the name of the teacher, the position transferred to, the position transferred from and the reasons for the transfer. The Union shall have two (2) working days after receipt of the notice to forward comments to the Board.

10.22 Board Initiated Transfer may be made:

- (a) where there are exceptional personnel issues related to staff, students or the community;
- (b) to provide for professional development opportunities with the consent of the teacher;
- (c) for operational reasons related to a school's changing enrolment occurring outside the regular staffing process;
- (d) to address extraordinary circumstances where there is a demonstrated need for program expertise at a school.

10.23 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.

10.24 (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.

10.25 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.

10.26 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**

- 10.27 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.
- 10.28 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 Resource Services by closing time on or before February 15.

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 Resource Services 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 Resource Services

## 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 Resource Services. 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 Resource Services, 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 10.14 (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 Resource Services, 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 10.14 (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 Resource Services, 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), (ii) and (iii) 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 10.14 (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 Article 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 within twenty (20) working days of the effective knowledge of the facts which give rise to an alleged grievance.
- 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 Article 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 Director of Human Resource Services 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**                    **SUMMER SCHOOL**

- 17.01 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.
- 17.02 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.
- 17.03 The Director of the program shall receive four hundred dollars (\$400.00) in addition to the amount stipulated in Article 17.02.
- 17.04 Notwithstanding Article 17.01, 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 18**                    **UNION RELEASE TIME**

- 18.01 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 Director of Human Resource Services in advance when days are required by a teacher.
- 18.02 In addition to the days provided for in Article 18.01 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).
- 18.03 Days as provided in Articles 18.01 and 18.02 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 19**                    **BOARD INFORMATION**

- 19.01 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.
- 19.02 A draft of any new policy or change in policy that affects the terms and conditions of employment of teachers shall be sent to the Union and the Union may provide a response. The Board will make the final draft of any such policy or policy change accessible to the Union prior to Board approval.

**ARTICLE 20**                    **DAILY PLAN BOOK**

20.01 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 21**                    **PRINTING AND DISTRIBUTION OF AGREEMENT**

21.01 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.

21.02 Costing incurred pursuant to Article 21.01, up to three hundred dollars (\$300) shall be paid by the Board. Any cost in excess of three hundred dollars (\$300) shall be equally shared by the Board and the Union.

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

**ARTICLE 22**                    **SECRETARIAL ASSISTANCE**

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

**ARTICLE 23**                    **COMPENSATION FOR LOSS OF PROPERTY**

23.01 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.

23.02 A teacher shall be financially compensated for theft of, or damage to, said personal property (as set out in Article 23.01) 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.

23.03 Teachers shall receive coincompensation for personal property lost or damaged as set out in Article 23.01 and Article 23.02 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.

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

**ARTICLE 24**                    **EDUCATIONAL CHANGE**

24.01 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.

- 24.02 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.
- 24.03 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 25 OCCUPATIONAL HEALTH AND SAFETY**

- 25.01 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 26 MANAGEMENT/TEACHER COMMITTEE**

- 26.01 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 Director of Human Resource Services and one member at the Senior Staff level who is a teacher.
- A Board representative and a Union representative from the committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 26.02 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.
- 26.03 The Management/Teacher Committee shall meet in September, November and April and not less than two other times during the academic school year.
- 26.04 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.
- 26.05 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.
- 26.06 The Board and the Union will alternately record and circulate the minutes of the meeting.
- 26.07 Minutes of each meeting shall be signed by the joint chairpersons as promptly as possible after the close of the meeting.



**ARTICLE 27**                    **ADDITIONAL, INSTRUCTION SERVICES**

27.01 Teachers shall be required, upon request through the Principal, to provide students who are absent, a record of the lessons 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 28**                    **SCHOOL CLIMATE**

28.01 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.

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

28.03 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 School Administration Supervisor.

28.04 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 29**                    **COLLECTION OF MONEY**

29.01 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 30**                    **TEACHER IN CHARGE**

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

30.02 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. Teachers in the school will be informed when a teacher has been requested to be Teacher in Charge.

30.03 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.

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

- 30.05 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.
- 30.06 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 31 RETIREMENT SEMINARS**

- 31.01 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 hundred (400) substitute days per school year, shall be hired by the Board to replace said teachers.
- 31.02 Teachers shall be permitted to attend one such seminar. Preference in attendance shall be given first to those teachers closest to retirement.
- 31.03 The Union shall forward the names of teachers in attendance at a seminar within fourteen (14) days of the seminar

### **ARTICLE 32 GENERAL PROVISIONS**

- 32.01 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.
- 32.02 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.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement the day and year first above written.

**NOVA SCOTIA TEACHERS UNION**

Mary-Lou Donnelly  
Mary-Lou Donnelly, President

Jhen  
Witness

Bill Redden  
Bill Redden, Executive Director

Witness

Elizabeth Godreau  
Elizabeth Godreau, President Dartmouth Local

Joseph Reas  
Witness

Liette Doucet  
Liette Doucet, President Halifax City Local

Pat M  
Witness

Alexis Allen  
Alexis Allen, President Halifax County Local

Katherine A. Ken  
Witness

**HALIFAX REGIONAL SCHOOL BOARD**

Howard Windsor  
Howard Windsor, Board Chair

Carole Olsen  
Witness

Carole Olsen  
Carole Olsen, Superintendent

Mike Christie  
Witness

Mike Christie  
Mike Christie, Director Human Resource Services

Sandra Thomas  
Witness

Tracey O'Keefe  
Tracey O'Keefe, Coordinator, Human Resource Services

Sandra Thomas  
Witness

Charelle Veinot  
Charelle Veinot, Labour Relations Consultant

Sandra Thomas  
Witness

Sandra Thomas  
Sandra Thomas, Administrative Support

**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**

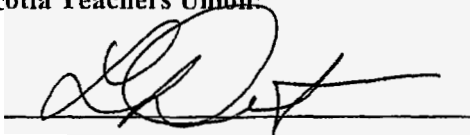
It is understood and agreed by the parties, in the Agreement:

- (a) Clauses that are unchanged from clauses existing in the Halifax Regional Agreement dated April 28, 2004 continued in effect from August 1, 2006.
- (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.

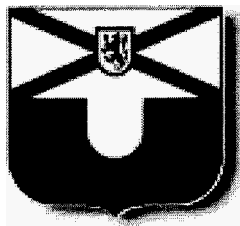
Signed on behalf of the **Halifax Regional School Board:**



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



Dated at Halifax, Nova Scotia this 30<sup>th</sup> day January of 2008.



**Produced February 2008**

Nova Scotia Teachers Union  
3106 Joseph Howe Drive  
Halifax, NS  
B3L 4L7

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