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ESF.	99	06	29
TERM.	2002	03	31
No. OF EMPLOYEES	1500		
NOMBRE D'EMPLOYES	1500		

COLLECTIVE AGREEMENT

BETWEEN:

ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD

(hereinafter referred to as the "Board")

- AND -

NOVA SCOTIA TEACHERS UNION

(hereinafter referred to as the "Union")

ENTERED

11297(01)

THIS AGREEMENT made in triplicate this day of , 1999, A.D.

BETWEEN

The **ANNAPOLIS VALLEY 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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

WITNESS

CHAIRPERSON

The Nova Scotia Teachers Union

WITNESS

PRESIDENT

Annapolis, Kings, and Hants West District
Locals of the Nova Scotia Teachers Union

WITNESS

PRESIDENT, Annapolis District Local

WITNESS

PRESIDENT, Kings District Local

WITNESS

PRESIDENT, Hants West District Local

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ARTICLE 1 - DEFINITIONS

1.1

In this Agreement:

- (a) "abilities" means the acquired proficiency to effectively deal with teaching/administrative situations which are likely to arise in classrooms, schools or Regional Office.
- (b) "Agreement" means this professional agreement between the Board and the Union.
- (c) "Annapolis Valley Regional Representative Council" or "NSTU-AVRRRC" means an organizational structure of the Union which represents teachers from the Annapolis, Hants West and Kings Locals of the Union. For the purpose of this Agreement, it shall include the Chairperson of the Regional Representative Council and the Presidents of the Annapolis, Hants West and Kings Locals of the Union.
- (d) "business day" means a day, Monday to Friday inclusive, excluding holidays.
- (e) "experience" means teaching or work activities relevant to the position being considered and shall include, but shall not be limited to, the following: providing leadership to other teachers, committee work at the Board or provincial level or in a professional development component sponsored by the Union, education research, peer coaching, the development of curriculum/instructional projects, personal or professional development or other similar activities in related endeavours.
- (f) "fiscal year" means the period from and including the first (1st) day of April in any year to and including the thirty-first (31st) day of March in the next calendar year.
- (g) "qualifications" means the teacher's teaching certificate, degrees, major and minor areas of study and courses, including study in progress or completed, in specialized areas that may relate to teaching or the teaching/administrative assignment and shall also include, but shall not be limited to, the following: in-services; conferences as provided for by regulations and agreements; summer institutes as provided by the Department of Education, the Board, the Union, universities or other recognized advocates of education; and, short courses or personal study approved by the Board.
- (h) "school" means, for the purposes of Article 36-Teaching Staff Reduction (In Schools) and under Article 37-Transfer of Teachers, one or more buildings or part of a building, designated by the Board as a "school" and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement.

- (i) "school year" means the period from and including the first (1st) day of August in any year to and including the thirty-first (31st) day of July in the next calendar year;
- (j) "Superintendent of Schools" means a teacher appointed by the Board to be in charge of the school system.
- (k) "teacher" means a person defined as a "teacher" in the Teachers' Provincial Agreement and employed by the Board under a probationary, permanent, or term contract.
- (l) "Teachers' Provincial Agreement" means the professional agreement between the Minister of Education and Culture and the Nova Scotia Teachers Union.
- (m) "unfilled position" is a position for which there is an incumbent teacher.
- (n) "vacant position" is a position for which there is no incumbent teacher.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.1 The provisions of this Agreement shall be effective from the date of signing and shall remain in full force and effect until the thirty-first (31st) day of March, 2002, A.D., or until a new Agreement is reached in accordance with the **Teachers' Collective Bargaining Act** for the Province of Nova Scotia, or this Agreement is amended by mutual consent of the two parties.
- 2.2 This Agreement may be amended at any time by mutual consent of both parties.

ARTICLE 3 - BOARD RESPONSIBILITIES

- 3.1 In accordance with Article 5 of the Teachers' Provincial Agreement, the Minister of Education and Culture and/or the Board are vested with the responsibility of managing the public school system and of operating its services. The responsibilities, subject to any professional agreement include, but are not limited to the following:
 - (a) hiring, promoting, demoting, transferring, disciplining or suspending teachers or terminating teachers' contracts;
 - (b) enforcing safety, health or fire regulations;
 - (c) changing existing facilities;
 - (d) laying off teachers because of lack of work or discontinuance of a function; and

- (e) planning and controlling the quality of the teaching program

It is agreed that the exercise of the responsibilities enumerated in this Article is subject to the provisions of the Teachers' Provincial Agreement and this Agreement, and that the Board shall not in the discharge thereof act in a manner contrary to any said provisions.

ARTICLE 4 - RECOGNITION

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

ARTICLE 5 - FAIRNESS

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

ARTICLE 6 - MANAGEMENT-TEACHER COMMITTEE

- 6.1 The purpose of the Management-Teacher Committee ("Committee") is to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.
- 6.2 The Committee shall be composed of:
 - (a) four **(4)** teachers; and
 - (b) four **(4)** representatives of the Board's management being:
 - (i) Superintendent of Schools;
 - (ii) Director of Human Resources;
 - (iii) Director of Finance and Operations; and
 - (iv) Director of Programs and Service.
- 6.3
 - (a) The Committee shall meet not fewer than five (5) times per year (bi-monthly) and may meet on such other dates and times as may be mutually agreed upon. Dates and places will **also** be mutually agreed upon. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
 - (b) Any member of the Committee who wishes to have any particular matter discussed at any meeting of the Committee shall notify the Chairperson at least five (5) days before the date of the meeting and the Chairperson will then add that subject to the agenda for that meeting.

- (c) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting but with the consent of the parties, any additional matter may be added to the agenda at the meeting.
 - (d) The Board will provide a regional office secretary who will be responsible for preparing and circulating the agenda and minutes.
 - (e) The Chairperson position will alternate between the Union and the Board representatives.
- 6.4
- (a) The Board agrees to provide to the NSTU-AVRRC all relevant information on class size and pupil-teacher ratios by October 30th of each school year if such information is requested by the NSTU-AVRRC.
 - (b) The Management-Teacher Committee shall meet :
 - (i) to review the information provided pursuant to (a) on class sizes and pupil-teacher ratios;
 - (ii) to review any unresolved teacher workload situations; and
 - (iii) to consult on any problems identified.
- 6.5 In order to foster cooperation between the parties, at the first meeting of the Committee each school year the Committee shall schedule and arrange an informal meeting between the Committee, the elected members of the Board and the NSTU-AVRRC.

ARTICLE 7 - GRIEVANCE/ARBITRATION

- 7.1 The term "days" as used in this Article means business days.
- 7.2 Each Local of the Union, Annapolis, Hants West, and Kings, shall no later than September 30th of each school year appoint not more than three (3) teachers to be members of a committee which shall be known as the Grievance Committee and the function of which shall be to deal with grievances.
- 7.3 The Union shall appoint and the Board shall recognize the Grievance Committee of the Locals representing all regular members of the Union to deal with grievances. The Union shall inform the Board in writing of the members of the Committee or any change therein.
- 7.4 A grievance is a dispute arising between the Board and a teacher or the Board and the Union regarding the interpretation, application, administration or any alleged violation of this Agreement or any amendment or attachment thereto. Any question as to whether a matter is arbitrable shall be determined in accordance with this Article 7.
- 7.5 Wherever practicable the person making the complaint should first attempt to

resolve the matter informally through discussions with the other persons involved.

7.6 Individual Grievances

Individual grievances shall be processed in the following manner:

Step 1

Within ten (10) days after the alleged grievance has come to the attention of the grievor, the grievor and/or his/her representative shall submit the grievance in writing to the Coordinator of Employee and Labour Relations and provide a copy to the Chair of the Grievance Committee. The grievance shall bear the signature of the teacher, and shall provide a summary of the facts giving rise to the grievance and the requested resolution. The Coordinator of Employee and Labour Relations shall meet with the grievor with or without the Chair of the Grievance Committee (or designate) in an endeavour to resolve the dispute. The Coordinator of Employee and Labour Relations shall reply in writing to the grievor, with a copy to the Chair of the Grievance Committee, within ten (10) days from the date the grievance was received.

Step 2

- (a) If the reply of the Coordinator of Employee and Labour Relations is not acceptable to the grievor, the Grievance Committee may, within ten (10) days of the reply being received, submit the grievance in writing to the Director of Human Resources, outlining a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought.
- (b) The Director of Human Resources shall then arrange and hold a meeting with the Grievance Committee to discuss the grievance. At such meeting there may be present such additional persons as the parties may mutually agree upon and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of receipt of the grievance, the Director of Human Resources shall reply in writing to the grievance.
- (d) If the matter is not resolved at Step 2 of the grievance procedure, the Union may, within ten (10) days following the receipt of the reply of the Director of Human Resources, refer the grievance to arbitration by giving a notice in writing to the Director of Human Resources.

7.7 Union or Board Grievance

- (a) Any grievance between the Union and the Board must be submitted in writing (including a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought) to the Director of Human Resources or the Chair of the NSTU-AVRRC, as the case may

be, within ten (10) days of the event giving rise to the grievance.

- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources or the Chair of the NSTU-AVRRC, as the case may be, shall arrange and hold a meeting to discuss the grievance. At any such meeting there shall be present the Director of Human Resources and the Grievance Committee and such other persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of receipt of the grievance the Director of Human Resources or the Chair of the NSTU-AVRRC, as the case may be, shall reply in writing to the grievance.
- (d) If the reply given by the Director of Human Resources or the Chair of the NSTU-AVRRC is not satisfactory to the other party, the Union or the Board, as the case may be, may, within ten (10) days of receiving the reply, refer the matter to arbitration pursuant to this article by giving a notice in writing to the other party.
- (e) It is the intention of the parties that the procedure provided for in this Article 7.7 for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for individuals is not appropriate. It should not be used to by-pass the regular grievance procedure provided for individuals.

7.8 Where a teacher elects not to have a representative of the Union present at Step 1 of the grievance procedure, no objection may later be taken by the teacher or the Union regarding such absence.

7.9 Where a matter has been submitted to arbitration pursuant to the provisions of this Article, the Board and the Union shall, within ten (10) days of the receipt of the notice of referral, attempt to agree on the appointment of an arbitrator. If the parties are unable to concur on the appointment of an arbitrator, the arbitrator shall be appointed by the Minister of Labour, upon the request of either party.

7.10 A Board of Arbitration may be appointed by mutual agreement of the parties.

7.11 The arbitrator, once appointed shall hear the grievance and render a decision as expeditiously as possible but in no event any later than one (1) month from the date of the end of the arbitration hearing.

7.12 The decision of the arbitrator shall be final and binding upon the Board, the Union and the teacher(s).

7.13 The arbitrator shall not have the power to alter, modify or amend any of the provisions of this Agreement or make any decision inconsistent with the provisions of this Agreement.

- 7.14 One-half (1/2) of the costs, expenses and fees of the arbitrator shall be paid by the Union and one-half (1/2) by the Board.
- 7.15 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned. On the other hand, the grievor may proceed to the next step in the absence of a stipulated meeting or reply within the stipulated time limits.
- 7.16 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 8 - BOARD MINUTES, POLICY AND BUDGET

- 8.1 The Board shall grant the Union access to the Board minutes by including the names of the Chairperson of the NSTU-AVRRC and the Presidents of the Locals on the list server of the Secretary to the Board for circulation of unapproved Board minutes. Upon request a copy of any Board minutes shall be provided to the Chairperson of the NSTU-AVRRC and the Presidents of the Locals.
- 8.2 The Secretary to the Board shall provide the NSTU-AVRRC with a copy of the Policy Manual and the Administration Procedures Manual including any updates made to these manuals as they become available.
- 8.3 The Board shall forward to the NSTU-AVRRC a draft of proposed changes in educational or personnel policy that directly affect teachers before the adoption of said policy by the Board. The NSTU-AVRRC shall have the right to make representation for contractual implications and/or compliance with said policy to the Board or the appropriate committee of the Board.
- 8.4 The Board shall grant the Union access to the approved Human Resource Committee minutes by including the Chairperson of the NSTU-AVRRC and the Presidents of the Locals on the list server of the Administrative Assistant to the Director of Human Resources for the purpose of circulating approved minutes.
- 8.5 The Director of Finance and Operations shall supply the NSTU-AVRRC with a copy of its budget after it is approved by the Board and a copy of its audited annual financial statements.

ARTICLE 9 - NEW TEACHERS

- 9.1 The Board agrees to acquaint new teachers with the fact that this Agreement is in effect, and with the deductions provided for in Article 11 of this Agreement.
- 9.2 The Board shall provide new teachers with a copy of this Agreement.

ARTICLE 10 - METHOD OF PAYMENT

- 10.1 Except as otherwise provided, the Board shall pay each teacher in its employ on the second Thursday in August in every school year and every two (2) weeks thereafter a sum equal to one-twenty-sixth ($1/26$) of the applicable annual salary less authorized deductions. Such payment shall be by direct deposit to not more than one (1) account in the teacher's name at a recognized Canadian financial institution.
- 10.2 The payment stub shall be delivered directly by the Board to the teacher's place of employment on the date on which the direct deposit is made except when the schools are closed or in exceptional circumstances. In such events, the payment stubs shall be delivered no later than the first business day following the re-opening after the closure or the exceptional circumstances.
- 10.3 Notwithstanding Article 10.1, for any year in which the second Thursday in August falls three (3) weeks from the last payday in July, the proceeds of the first (1st) pay of that school year shall be advanced three (3) days earlier.
- 10.4 When the pay-date specified in Article 10.1 falls on a non-banking day, the pay for that date shall be deposited on the immediately preceding business day.
- 10.5 During the summer break the payment stubs shall be held by the Board and delivered to the teacher's school with the first payment stub after school starts in September of each year. However, when requested by a teacher, the Board shall mail the payment stubs directly to the address designated by the teacher or, alternatively, the teacher may choose to pick up the payment stub at the offices of the Board. Any payment stubs not picked up or mailed to a teacher shall be delivered to the place of employment of the teacher with the first payment stub delivered in the month of September.
- 10.6 Any teacher on a long term leave shall contact the Board to give instructions for the mailing or pick-up of payment stubs.
- 10.7 Overpayment of salary or under deduction for benefits 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 the teacher within a twelve (12) month period or such lesser period, as the teacher may be under contract with the Board or that the Board and the teacher may agree to in writing. The Board will not attempt to recover any overpayment of salary unless notice of overpayment has been given by the Board to the teacher no later than forty-five (45) days following the end of the school year in which the overpayment occurred.
- 10.8 If a grievance has been filed in respect of the question of error, the period of recovery under Article 10.7 shall not commence until the grievance has been duly processed and then only if the grievance is decided in favour of the Board.
- 10.9 Notwithstanding Article 10.7, if the amount of any recovery is less than five percent (5%) of the teacher's bi-weekly gross pay, it will be deducted in full from the next regular pay of the teacher.

- 10.10 Substitute teachers in the employ of the Board shall receive payment for days taught no later than the second regular payday after the days taught.
- 10.11 Notwithstanding Article 10.1, teachers who are new employees of the Board shall receive that portion of their salary payable during the month of August no later than on the first (1st) teaching day in September providing the Board has received the required documentation regarding certificate level, years of service, personal deductions and has met the deadline date for the regular payroll processing.

ARTICLE 11- DEDUCTIONS

- 11.1 In addition to the deductions required by law and this Agreement, upon receipt of authority from a teacher, the Board shall deduct from the salary of such teacher the following items:
- (a) NSTU Group Insurance Premiums;
 - (b) Payments due to the Nova Scotia Teachers' Credit Union;
 - (c) Canada Savings Bonds; and
 - (d) Such other deductions as may from time to time be agreed upon by the Board and the Union.
- 11.2 The Board shall indicate all deductions from the salary of each teacher by itemizing them on the regular payment stub.
- 11.3 The billings from the Union's Insurance Administrator and the Union's Credit Union Administrator shall be deemed to be authority from the teacher as per Article 11.1, and deductions shall be made as per such billing. Adjustment of errors in billings shall be the responsibility of the Union.
- 11.4 The Board shall remit the deductions to the appropriate authority within twenty (20) days of the date the deductions are made. Notwithstanding the foregoing, deductions authorized for the Nova Scotia Teachers' Credit Union and for the Nova Scotia Teachers Union Group Insurance shall be forwarded no later than six (6) business days after the second pay period of the month for which deductions are made.
- 11.5 The Board shall deduct the annual Union dues from each teacher in its employ, in equal payment installments commencing with the first payment in the month of August, in such number of installments as determined by the Union.
- 11.6 The Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union dues.

11.7 The Union shall indemnify the Board and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article 11.5

ARTICLE 12 - LONG TERM DISABILITY INSURANCE

12.1 Effective August 1, 1999, the Board shall pay twenty-five percent (25%) of the monthly premium of the NSTU Long Term Disability Insurance for all teachers employed by the Board holding such a policy.

12.2 The teacher is responsible for obtaining the policy.

12.3 All clerical work is the responsibility of the Union Insurance Administrator.

ARTICLE 13 - SERVICE AWARD/DEATH BENEFIT

13.1 No service award shall be paid unless a teacher has been employed by the Board for a period of ten (10) or more consecutive years.

13.2 A service award shall be paid when:

- (a) a teacher who retired in the service of the Board verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Plan; or
- (b) a teacher dies in the service of the Board; or
- (c) a teacher's age plus total teaching experience equals seventy (70) or more at the time he/she ceases his/her employment with the Board; or
- (d) a teacher elects a deferred pension pursuant to the Regulations under the ***Nova Scotia Teachers' Pension Act***.

13.3 For the purpose of this Article "year of service" shall mean:

- (a) where a teacher teaches or claims one hundred and seventy-five (175) days or more in a school year, each year so taught or claimed shall be a year of service; and,
- (b) where a teacher teaches or claims less than one hundred and seventy-five (175) days in a school year, the year of service for this year shall be the aggregate of days taught or claimed divided by one hundred and ninety-five (195).

13.4 The service award shall be determined:

- (a) for all service before August 1, 1999, entitlement shall be in accordance with the provisions of the collective agreement under which the teacher

was employed being the collective agreement in force between the Union and the Annapolis District School Board, the Kings County District School Board or the Hants West District School Board (relevant collective agreement provisions are attached as Appendix "B"); and

- (b) for all service after July 31, 1999, by multiplying the annual salary applicable to the teacher on the day of entitlement by one percent (1.0%) for each year of service with the Board.

13.5 The service award shall, at the discretion of the teacher, be paid in one (1) lump sum or in two (2) installments over a one (1) year period at times and in amounts determined by the teacher.

13.6 When a teacher who is eligible for a service award dies in the service of the Board the award shall be paid to the estate of the teacher concerned.

13.7 Notwithstanding Article 13.6, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a service award pursuant to Article 13.2(b).

13.8 Notwithstanding Articles 13.2 and 13.5, the Board shall advance, at least ninety (90) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:

- (a) the full service award available to the teacher; or
- (b) the actual amount required by the Pension Fund

13.9 The following conditions must be met before funds shall be released pursuant to Article 13.8:

- (a) The teacher has resigned his/her position.
- (b) The teacher requests the Board, in writing, to release funds.
- (c) The teacher files with the Board, a letter from the Pension Plan Administrator stating the amount of funds required to purchase the past service.
- (d) The teacher files with the Board, the required Revenue Canada Taxation Form to effect the transfer.
- (e) The cheque releasing the funds shall be made payable to the Pension Services Group.

ARTICLE 14 - TRAVEL ALLOWANCE

- 14.1 Travel allowance at the Board rate shall be paid to teachers for travel which is part of the teacher's employment. This allowance shall be applied as follows:
- (a) Travel between the residence of the teacher and his/her home school or office shall be excluded.
 - (b) Travel required to attend in-service sessions, and other meetings called by the Board or its agents, in excess of the distance to and from the usual place of assignment.
 - (c) Travel required by itinerant teachers in excess of travel to and from the residence of the teacher and his/her home school or office, to move from school to school.
- 14.2 The home school of an itinerant teacher is defined as the school at which the Principal receives the supervisory allowance for the teacher.

ARTICLE 15 -SICK LEAVE

- 15.1 Subject to the provisions of this Article, every teacher employed by the Board, except teachers on Full Year Study Leave or unpaid sick leave, shall be entitled, effective August 1st of each school year, to twenty (20) days sick leave for each school year, which days shall be referred to as current sick leave during the year they were granted.
- 15.2 Notwithstanding Article 15.1, when a teacher who has been on unpaid sick leave resumes his/her duties, he/she shall be entitled to the sick leave days pursuant to Article 15.1 except that such days shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days remaining in the school year.
- 15.3 In addition to current sick leave, every teacher may accumulate one hundred percent (100%) of his/her unused sick leave pursuant to Article 15.1 to a maximum of one hundred and ninety-five (195) days.
- 15.4 Accumulated sick leave shall not begin to be used until the current year's regular sick leave pursuant to Article 15.1 has been expended.
- 15.5 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 15.6 The Board shall inform, in writing, each teacher in its employ, no later than October 15th, of the number of sick leave days accumulated by each teacher as of June 30th of the previous school year.
- 15.7 A teacher may request from the office of the Board the number of days to his/her credit under the sick leave plan and the Board shall provide this to the teacher.

- 15.8 It is recognized that sick leave is claimable for necessary medical and dental treatment of a teacher. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.
- 15.9 A teacher may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days or where the Board has reasonable concerns that there may be misuse of sick leave. The parties agree that teachers shall use the "Request for Medical Information Form" attached to this Agreement as Appendix "A" and such information shall be kept as confidential.
- 15.10 A female teacher shall be permitted to use up to fifty (50) days sick leave, if available, for leave of absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27-Leave of Absence for Pregnancy of the Teachers' Provincial Agreement remains in effect.
- 15.11 When a teacher is employed by the Board, the Board shall credit the teacher with accumulated sick leave as credited with the immediately preceding employing Board in Nova Scotia to a maximum as provided in Article 15.3.
- 15.12 A teacher 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 ill.

ARTICLE 16 -BEREAVEMENT/SPECIAL LEAVE

- 16.1 (a) A teacher shall be granted five (5) days without **loss** of pay and benefits immediately following each death of (or necessitated by the serious illness occurring at different times of) a parent, step-parent, child, step-child, grandchild, spouse or same-sex partner.
- (b) A teacher shall be granted five (5) days without **loss** of pay and benefits immediately following each death of a grandparent, brother, sister, mother-in-law, father-in-law, fiancée or former guardian.
- (c) A teacher shall be granted three (3) days without **loss** of pay and benefits immediately following each death of a sister-in-law, a brother-in-law, aunt or uncle.
- (d) Where the burial occurs outside the Province, such leave shall also include reasonable travel time not to exceed an additional two (2) days.
- (e) Where the interment or memorial service is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.
- 16.2 A teacher shall be entitled to special leave for a maximum of five (5) days in a year for urgent and imperative reasons which shall include serious illness of the

persons referred to in Article 16.1(b).

- 16.3 Personal leave, with pay, to a maximum of three (3) days per school year may be granted to teachers in the employ of the Board at the discretion of the Director of Human Resources, or designate.
- 16.4 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Principal, be permitted to attend and the day shall be a claimable day.
- 16.5 A teacher who makes every reasonable effort, in the opinion of the Director of Human Resources, or designate, but is unable to get to school because of storm conditions shall not be penalized. The decision of the Director of Human Resources, or designate, shall be grievable commencing with Step 2 of Article 7.6 (Grievance/Arbitration).
- 16.6 The Board may grant special leave without pay to a teacher when offering for election in a federal, provincial or municipal election subject to the following:
- (a) The granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld.
 - (b) All days granted shall be full.
 - (c) Up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive).
 - (d) Up to five (5) days for municipal elections (all of these days shall be consecutive).
- 16.7 For the purpose of this Article, "teachers" shall include substitute teachers who have been employed for more than sixty-four (64) consecutive days for the same teacher and who have been classified as regular teachers pursuant to Article 32.02 of the Teachers' Provincial Agreement.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 The Board shall grant a one (1) year leave of absence, without pay to a teacher who has a permanent contract, or is deemed to have a permanent contract, subject to the provisions of this Article.
- 17.2 Applications for leave of absence shall be submitted to the Director of Human Resources on or before the last teaching day in February of the school year prior to the one in which leave is desired.
- 17.3 While on a year's leave of absence, a teacher may apply to the Director of Human Resources, pursuant to Article 17.2 for a second, consecutive year's

leave of absence, The granting of this second, consecutive leave of absence shall depend upon the existence of special circumstances and shall be at the discretion of the Human Resources Committee of the Board.

- 17.4 (a) The Director of Human Resources shall notify each applicant on or before April 1st whether or not his/her application for leave of absence has been accepted.
- (b) The teacher selected to receive the leave of absence shall confirm acceptance in writing by April 15th.
- 17.5 The NSTU-AVRRC shall be informed of the names of all applications for leave of absence and of those whose applications are successful.
- 17.6 When a teacher returns from a leave of absence the Board shall make every reasonable effort to reinstate the teacher to the position held immediately prior to going on leave of absence. If this is not possible, the Board shall make every reasonable effort to reinstate the teacher to a position mutually agreed upon by the teacher and the Board. If this is not possible, the Board shall reinstate the teacher in a comparable position, consistent with the teacher's qualifications and previous experience with the Board, geographically situated as close as possible to the teacher's present residence.
- 17.7 A teacher concluding a leave of absence shall give notice of intention to return or resign before March 1st of the year of said leave.
- 17.8 **All** benefits of a teacher shall be suspended while a teacher is on a leave of absence, except as set out in Article 29-Seniority, but shall be reinstated when the teacher resumes teaching for the Board.
- 17.9 The Board may grant a leave of absence for a period of less than one (1) year.
- 17.10 Applications for leave of absence of less than one (1) year duration shall be delivered in writing to the Director of Human Resources not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances, the Board may grant leave with less than the two (2) months notice.
- 17.11 For the purposes of Article 17.9, a leave of absence of less than one (1) year shall be defined as a block of consecutive full-time teaching days and no teacher shall be granted more than one leave of absence of less than one (1) year in any two (2) year period.
- 17.12 Provided the teacher qualifies for a service award pursuant to the terms of this Agreement, a teacher who dies while on a leave of absence shall be entitled to receive a service award for service accumulated to the date of the commencement of the leave of absence.

ARTICLE 18 - ADVANCE REPORTING CREDIT

- 18.1 Principals and other supervisory personnel required by the Board to report to school prior to the official opening day of the school year for such things as scheduling and meetings called by the Superintendent of Schools shall be granted time off up to a maximum of five (5) days in lieu of such time worked.
- 18.2 Teachers who are requested by the Superintendent and who agree to work during any part of the school year other than the one hundred and ninety-five (195) days prescribed, shall be granted time off to a maximum of five (5) days in lieu for such time worked.
- 18.3 Any Principals, other supervisory personnel, or teachers who are granted time in lieu, under Articles 18.1 and 18.2, such time shall be taken with the prior approval of the person's immediate supervisor.
- 18.4 Notwithstanding Articles 18.1 and 18.2, no teacher (excluding Principals and other supervisory personnel) shall be required to report to school prior to the official opening of schools for the new school year or after the official closing of schools for the school year.
- 18.5 No teacher shall be entitled to compensation under this Article 18 for involvement in any extra-curricular activities.

ARTICLE 19 - RETIREMENT SEMINARS

- 19.1 Teachers within five (5) years of retirement shall, upon request, be given two (2) days, without **loss** of salary or benefits, to attend the Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired to replace said teachers.
- 19.2 Teachers shall be permitted to attend only one such seminar and scheduling shall be coordinated between the Union and the Director of Human Resources, or designate, and preference in attendance shall be given first to those teachers closest to retirement.
- 19.3 The Union agrees to organize the seminars at a central location within the Valley Region.

ARTICLE 20 - EDUCATIONAL EVENTS

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

ARTICLE 21 - UNION RELEASE TIME

- 21.1 The Board shall provide a maximum of twenty-five (25) days per school year with pay for Union release time to allow teachers to carry out their duties of office. Said days are to be banked and used at the discretion of the NSTU-AVRRC, which Council shall advise the Board in advance when days are required to be used by a teacher.
- 21.2 In addition to the days provided for in Article 21.1, the Board may allow the NSTU-AVRRC 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).
- 21.3 Days as provided for in Articles 21.1 and 21.2 are days in addition to paid days claimed under Article 31.02 (iv) of the Teachers' Provincial Agreement or when the Board or an agent of the Board requests a meeting with teachers.
- 21.4 Up to ten (10) days pursuant to Article 21.1 that are unused in one school year shall be carried forward to the next school year.
- 21.5 The Board and the Union shall work cooperatively to ensure that days used by the Union pursuant to this Article are used in such a way as to minimize disruption to students provided that, without the permission of the Board, no teacher may use more than twenty-five (25) days in any school year.

ARTICLE 22 - UNION REPRESENTATION

- 22.1 Every teacher shall have the right to have a Union representative present at any meeting with supervisory or administrative personnel called for the explicit purpose of discussing disciplinary action. Where circumstances require the spontaneous imposition of discipline, the Union shall, at the teacher's request, be advised as soon thereafter as possible.
- 22.2 An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of a written warning, reprimand, a suspension or the dismissal of the teacher. Any interview which does not intend any of the aforementioned procedures shall not be considered a meeting for disciplinary purposes.
- 22.3 The exercise of this right by a teacher shall not result in a delay of said interview by more than forty-eight (48) hours.
- 22.4 Where a teacher elects not to have a Union Representative present at a meeting in accordance with Article 22.1 after being advised of that right, no objection may later be taken to the failure to have a Union Representative present at that interview for disciplinary purposes.

ARTICLE 23 - CONTRACTING OUT

- 23.1 No teaching function regularly performed in the public school shall be contracted out while there are certified teachers, who are competent, prepared and willing to perform the function.
- 23.2 This Article shall not be interpreted so as to prevent the Board from:
- (a) employing educational assistants when such employment is for non-teaching functions;
 - (b) sending students for their education to a school under the jurisdiction of a different School Board;
 - (c) employing library technicians;
 - (d) having students engage in cooperative education/work experience programs: and,
 - (e) subject to the Teachers' Provincial Agreement, operating adult day schools/learning centres and/or adult education programs.

ARTICLE 24 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 24.1 When a teacher has been falsely accused of child abuse or sexual misconduct towards a student, and where the teacher was suspended and/or reprimanded, the Board shall assist the teacher in returning to his/her teaching or other areas of responsibility. The Board may:
- (a) provide for a leave of absence with pay;
 - (b) give priority reassignment rights to a vacant position for which the teacher is qualified and able if the teacher **so** requests;
 - (c) pursue other mutually agreed upon alternatives for assignment to a teaching or other position;
 - (d) assist in providing for counselling for the teacher and his/her family; and
 - (e) provide, upon request from the teacher, available factual information to parents and students.
- 24.2
- (a) When a teacher has been falsely accused of child abuse and/or sexual misconduct, and the teacher remained in his/her position and was not suspended or reprimanded, the Board may seek, in consultation with the Union, an alternate placement which is mutually agreed upon.
 - (b) The Board may give the same support as provided in Article 24.1 (a), (b), (c), (d) and (e) above.

ARTICLE 25 - SUMMER SCHOOL AND EVENING CLASSES

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

ARTICLE 26 - LIABILITY INSURANCE

- 26.1 Each teacher, while acting as an agent of the Board and within the scope of his or her responsibilities, shall be an additional named insured under the Board's liability insurance policy. This policy will provide a minimum coverage of one million five hundred thousand dollars (\$1,500,000.00) and will be the first payer in respect to claims made against a teacher while acting as an agent of the Board and within the scope of his or her responsibilities.
- 26.2 (a) No teacher, shall transport students to or from educational events in his/her own vehicle without prior written approval of the Board or its representative. To obtain said approval, each teacher shall have the appropriate driver's licence and insurance coverage for Public Liability and Property Damage in the amount required by the **Motor Carrier Act** provided such amount is not less than one million dollars (\$1,000,000.00).
- (b) The Board shall obtain insurance coverage to the amount of five million dollars (\$5,000,000.00). This policy shall be a second payer in respect to the Public Liability and Property Damage carried by the teacher.

ARTICLE 27 - LEGAL ASSISTANCE AND PROTECTION

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

ARTICLE 28 -TEACHERS' PROPERTY- LOSS OR DAMAGE

- 28.1 By January 1, 2000, the Board shall have in place a policy on the secure storage of instructional materials in classrooms and schools.
- 28.2 Teachers are required to have the written authorization of school-based administration prior to bringing personal property to be kept or left in the school.
- 28.3 It is the responsibility of each teacher to take appropriate steps to protect his/her personal property from loss or damage.
- 28.4 Where personal property of a teacher is lost or damaged due to fire, water, break-in or the negligence of the Board, the teacher may make a claim subject to the following:
- (a) A homeowner insurance policy is carried by the teacher on his/her personal effects and the article being claimed for is not covered by the policy;

- (b) the teacher has taken appropriate steps to protect the property from **loss** or damage; and
- (c) a compensation claim shall be limited to:
 - (i) the replacement cost of the article;
 - (ii) a maximum payment by the Board on any claim of one thousand dollars (\$1,000.00); and
 - (iii) claims of **less** than fifty dollars (\$50.00) will not be considered.

ARTICLE 29 - SENIORITY

- 29.1
- (a) The Director of Human Resources shall develop and maintain an up-to-date written seniority list. The seniority list shall include the names of all permanent and probationary contract teachers consecutively employed by the Board, and shall designate the contract status of each teacher.
 - (b) The said seniority list in Article 29.1(a) shall be posted in each school no later than January 31st of each year.
 - (c) Before the seniority list is finalized and posted as provided for in Article 29.1(b), a tentative seniority list listing only all new permanent and probationary teachers not on the seniority list together with any teachers to be deleted in accordance with this Article shall be made available to the NSTU-AVRRRC by November 15th. The Union shall consult with the teachers in order to allow for verification by the teachers of their positioning on the seniority list.
 - (d) Where there is a conflict or disagreement in the positioning of the teacher on the tentative seniority list, such conflict or disagreement must be identified by the teacher or the Union no later than December 15th of each year and if no conflict or disagreement is raised by that date, then the changes shall be made to the seniority list and the list shall be deemed to be accurate.
 - (e) Where there is a conflict or disagreement in the positioning of a teacher on the seniority list pursuant to Article 29.1(d), and where the conflict cannot be satisfactorily resolved between the parties to the Agreement, the matter may be resolved through the grievance procedure provided for in Article 7-Grievance/Arbitration.
- 29.2
- (a) Seniority shall mean the years of last consecutive service on a permanent or probationary contract with the Board. For greater certainty this shall mean date of hire with the employer on a permanent or probationary contract including deemed service under the Teachers' Provincial Agreement.
 - (b) Notwithstanding 29.2(a) teachers consecutively employed, and who had a permanent or probationary contract on August 1, 1996 and are on the seniority list as of August 1, 1996 and whose seniority includes term contract service previous to receiving a permanent or probationary contract, shall continue to have their term contract service recognized for seniority purposes.
 - (c) Notwithstanding 29.2(a), teachers who have been employed by the Board in the former Annapolis School District during the fifteen (15) month period April 1, 1995 to June 28, 1996, shall have consecutive years of term service previous to receipt of a permanent or probationary contract recognized for seniority purposes. (Appendix C)

29.3 Seniority shall be computed in the following manner:

- (a) years of consecutive service with the Board including all deemed service in accordance with the Teachers' Provincial Agreement;
- (b) should the years pursuant to (a) be equal, then total years of service with the Board;
- (c) should the years pursuant to (b) be equal, then total years of service in the Province of Nova Scotia;
- (d) should the years pursuant to (c) be equal, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie; and
- (e) should the tie remain, then the Director of Human Resources will **use** the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.

29.4 Seniority shall continue to accumulate:

- (a) during a teacher's absence as described in the Regulations under the **Education Act** or Teachers' Provincial Agreement;
- (b) notwithstanding Article 17.8 during a leave of absence with or without **pay**;
- (c) during the holding of an administrative position with the Board;
- (d) during the period provided for a maternity leave;
- (e) during the period of time that a teacher **is** on the re-employment list pursuant to Article 35 of this Agreement; and,
- (f) in all other cases for which a professional agreement between the Union and the Board expressly provides.

29.5 Seniority shall be lost for any one of the following reasons:

- (a) resignation of the teacher;
- (b) dismissal which is uncontested or is confirmed by a Board of Appeal;
- (c) in the case of a probationary teacher when the teacher is dismissed because the Board **so** chooses and not for reasons of staff reduction; or
- (d) any teacher dismissed because of failure to accept a position.

ARTICLE 30 - TERM SERVICE LIST

- 30.1 The Director of Human Resources or designate shall develop and maintain an up-to-date term service list. The term service list shall include the names of all term contract teachers employed by the Board as of March 31st, annually.
- 30.2 A tentative term service list of all teachers on a term contract, as of March 31st, will be submitted to the NSTU-AVRRRC by the Director of Human Resources or designate on or before April 1st annually.
- 30.3 The Director of Human Resources or designate shall consult with the NSTU-AVRRRC to establish a process for the verification of the positioning of respective teachers' names on the tentative term service list, including those teachers who received term contracts after March 31st.
- 30.4 Where there is a conflict or disagreement in the positioning of the teacher on the term service list, such conflict or disagreement must be identified by the teacher or the Union no later than April 15th of each year and if no conflict or disagreement is raised by that date, the term service list shall be deemed to be accurate.
- 30.5 The term service list, including any new or additional term contract service subsequent to March 31st and up to May 1st, shall be posted in each school no later than May 15th of each year.
- 30.6 Term service on the term service list shall be computed in the following manner:
- (a) Total number of days contracted to be taught and claimed for the current school year under a term contract with the Board and all days taught and claimed under term contract(s) with the Board consecutive with the current school year.
 - (b) Should the service pursuant to (a) be equal, then total service since date of first hire with the Board.
 - (c) Should the tie still remain, then the total teaching service as credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie.
 - (d) Should the tie still remain, then the Director of Human Resources, or designate, will use the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.
- 30.7 Consecutive service for a term contract teacher shall be broken when the teacher is not employed under a term contract in any school year.

ARTICLE 31- TEACHER EXCHANGE

- 31.1 Permanent contract teachers desiring one (1) year exchanges within the region may apply in writing to the Director of Human Resources prior to the last teaching day in February.
- 31.2 The Director of Human Resources shall undertake to publish a list by March 15th of teachers desiring in-region exchanges and invite applications from interested teachers by April 15th.
- 31.3 In order to encourage in-region teacher exchanges, the Director of Human Resources shall guarantee teachers entering into an exchange reinstatement to the position held prior to the exchange or, in the event said position is phased-out, a position mutually agreed upon.
- 31.4 All in-region teacher exchanges shall be subject to the approval of the Director of Human Resources and the applicants shall be notified as soon as possible after May 15th. The Director of Human Resources shall not unreasonably withhold permission for teachers or supervisory personnel to participate in any lateral teacher exchange. The Director of Human Resources shall provide, in writing, the specific reason(s) for the refusal to teachers or supervisory personnel who are refused permission to undertake a teacher exchange.
- 31.5 For an exchange agreement to continue for a second year, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange may continue a second year.
- 31.6 For an exchange to become permanent, where an exchange has continued for two (2) consecutive years, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange shall become permanent.
- 31.7 If a permanent contract exchange partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Articles 35 or 36, then the in-region exchange arrangement shall be null and void.

ARTICLE 32 - JOB-SHARING

- 32.1 The Board recognizes that job-sharing arrangements represent a viable and effective staffing option.
- 32.2 Any teacher who has a permanent contract or is deemed to have a permanent contract may apply, subject to the conditions of this Article, to share a teaching position with another teacher. The application is subject to the approval of the Director of Human Resources, or designate, and the mutual agreement of the teachers and the Principal involved.
- 32.3 The provisions of Article 37-Transfer of Teachers, Article 38-Term Recall and Article 39-Vacancies and Appointments shall not apply to the applicant teachers

and the job-sharing partner whose application for a job-shared position for the following year has been approved pursuant to this Article 32.7.

- 32.4 The combined teaching days claimed by a job-sharing team for a job-shared position shall not exceed one hundred and ninety-five (195) excluding substitute service.
- 32.5 Job-sharing arrangements may include any combination acceptable to the Director of Human Resources, or designate, the teachers and the Principal.
- 32.6 Applications shall be submitted by March 15th of the school year prior to the school year in which the job-sharing is to take place, on the forms specified by the Human Resources Department. Applications shall include the proposed teaching schedule and the recommendations of the school Principal and the Director of Human Resources. Applications must be signed by the applicants.
- 32.7 (a) Notification of the decision of the Director of Human Resources, or designate, shall be given to the applicants by April 15th.
- (b) The decision of the Director of Human Resources, or designate, in approving or denying any application is non-grievable.
- 32.8 Both teachers shall be employed on a term contract pursuant to the Teachers' Provincial Agreement for a period of one (1) year. Both teachers shall sign a job-sharing contract. Each teacher shall receive the following benefits during employment under a job-sharing contract:
- (a) percentage of the applicable annual salary shall be equal to the percentage of the time worked, paid as provided in Article 10 of this Agreement, and the current Teachers' Provincial Agreement;
- (b) position on the seniority list is maintained;
- (c) credit for pensionable service based on the number of days taught or claimed;
- (d) premiums/benefits for sick leave, service award and Long Term Disability Insurance shall be prorated;
- (e) special leave, leave of absence, travel allowance, and entitlements under Article 42-Professional Development Fund shall be full benefits and shall not be prorated; and,
- (f) all benefits of the Teachers' Provincial Agreement and this Agreement for a teacher on a term contract shall apply.
- 32.9 Teachers involved in a job-sharing contract shall be expected to maintain close communications with each other and carry out the necessary team planning that is required to achieve effective classroom instruction. The normal supervision

duties of the position shall be shared equally between the teachers.

- 32.10 Attendance at meetings outside of school hours by both members of the team shall be shared using a schedule mutually agreeable to the teachers and the Principal.
- 32.11 The administration shall ensure that true sharing takes place, i.e. an equitable distribution of workload and other responsibilities.
- 32.12 The job-sharing partner is the preferred substitute during an absence by the other job-sharing member.
- 32.13 Evaluation of the teachers involved in a job-share contract shall be in accordance with agreed upon evaluation criteria plus evaluation of how the teachers function as a team.
- 32.14 Each job-share contract shall be for a period of one (1) school year. Re-application to continue a job-share contract must be submitted by March 15th of the current year. Re-applications are subject to the same conditions as new applications.

- 32.15 Any permanent contract teacher who is unable to fulfill the obligations under the job-share contract, except by virtue of certified illness, disability, or death, may be granted an unpaid leave of absence for the balance of the term of the job-share contract at the discretion of the Board.
- 32.16 If one of the teachers leaves a job-sharing arrangement, the teacher who remains shall have the option of:
- (a) assuming the position full-time; or
 - (b) continuing the job-sharing arrangement with a replacement who is acceptable to all parties; or
 - (c) going on an unpaid leave of absence for the remainder of the school year, for the permanent contract member of the team only.
- 32.17 Upon expiry of the job-share contract, the permanent contract teacher(s) involved shall be subject to the provisions of this Agreement in respect to return to their previous positions.
- 32.18 If a permanent contract job-share partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Articles 35 and 36, then the job-share contract arrangement shall be null and void.

ARTICLE 33 -TEACHING STAFF ALLOCATION PLAN

- 33.1 By May 1st in each school year, the Board shall have a probable teaching staff allocation proposal formulated for the following year, said proposal to indicate the manner in which the Board intends to staff its schools and the allocation of supervisory personnel, specialists and teachers to the region and its schools.
- 33.2 At least two (2) weeks before May 1st in each school year the Director of Human Resources or designate and the NSTU-AVRRRC shall meet to review said probable teaching staff allocation proposal.
- 33.3 When formulating the probable teaching staff allocation proposal pursuant to Article 33.1, all teachers shall be considered regional employees and all decisions regarding retention, transfer, programs and other personnel matters shall be regional decisions.
- 33.4 The application of the teaching staff allocation proposal shall indicate the full-time equivalent staff complement at each school.
- 33.5 The Board shall apply the teaching staff allocation proposal each year to declare and demonstrate that it has a surplus or deficit of teachers for the following school year. Part of said demonstration shall be that such surplus or deficit exists in specified programs.

- 33.6 The NSTU-AVRRC shall have the opportunity, if they **so** desire, to meet with the Human Resources Committee of the Board to further review said proposal prior to its submission to the Board for approval as the teaching staff allocation plan.
- 33.7 By no later than May 7th, the Board shall cause to be prepared, a list of surplus permanent and probationary teachers scheduled for lay-off in the region, and/or potential surplus within schools.

ARTICLE 34 - TEACHER ASSIGNMENT

- 34.1 (a) Following consultation between the Principal and each teacher, each teacher shall be given written notification by May 1st by the Principal of the intended assignment, including intended major subject areas and intended grade level for the next school year.
- (b) The Board may change the teaching assignment of a teacher from subject to subject or grade to grade only to protect programs, provide new programs or by mutual agreement of the teacher and the Board.
- 34.2 If circumstances require a teacher assignment to be changed after May 1st the teacher shall be notified as soon as reasonably possible and shall be given the circumstances which require the change *to* be made.
- 34.3 If after April 15th, it is necessary for a change in the assigned school or a major change in the subject area or grade level taught, the teacher **so** involved shall have the right *to* terminate his/her contract within thirty (30) days of notification.

ARTICLE 35 - IN-REGION LAYOFF AND RETENTION

- 35.1 If the teaching staff allocation plan demonstrated that there was a surplus of teachers in the region, and it is necessary to invoke staff reduction in the region, it shall be accomplished, wherever possible, by natural attrition.

Retention

- 35.2 In the event that layoffs are necessary, teachers shall be retained by the Board as follows:
- (a) Firstly, permanent contract teachers in accordance with seniority; and
- (b) Secondly, probationary contract teachers in accordance with seniority
- 35.3 Layoffs shall not be invoked to release teachers liable to dismissal for cause.
- 35.4 (a) If the Board is of the opinion that the teacher, who is to be laid off in accordance with the seniority provisions, is essential to maintain a full complement of teachers in a program, including administration, the next

least senior teacher shall be laid off provided there is no permanent contract teacher employed by the Board who is prepared to undertake in the ensuing school year further training for said program designed to qualify the teacher to fill all the requirements of the designated program.

- (b) If a teacher undertakes further training, over one semester or the next full year, then the teacher who is deemed essential shall remain in the program until such time as the teacher who is undergoing further training returns to the region provided the teacher is immediately able to fill the requirements of the designated program.

Procedures

- 35.5 Teachers to be laid off shall be informed by the Board or its officers as soon as a firm decision is made.
- 35.6 The Board shall maintain a re-employment list of laid-off teachers pursuant to Article 35.2. Teachers to be laid-off are placed on the re-employment list immediately following the termination notices pursuant to Section 34 of the **Education Act**.
- 35.7 Positioning of the teacher on the re-employment list pursuant to Article 35.6 shall be based on the seniority of the permanent or probationary contract teacher at the time of the layoff.
- 35.8 Teachers who are on the re-employment list shall be given first opportunity to fill any positions that become available after the surplus procedures as set out in Article 36 of this Agreement provided the teacher has the qualifications, abilities, and experience to perform the requirements of the position in the opinion of the management of the Board.
- 35.9 If a teacher from the re-employment list is not re-employed by July 31st of the second school year, then said teacher will be removed from the list of active employees.
- 35.10 It shall be the duty of the teacher to advise the Director of Human Resources in writing by January 31st of each school year of his/her continued availability and **all** changes in address and telephone listing. Failure to do **so** shall constitute a waiver on the part of the teacher to the right to be included on the re-employment list.
- 35.11 The management of the Board shall provide a suitable letter for any teacher leaving because of lay-off.

ARTICLE 36 -TEACHING STAFF REDUCTION (IN SCHOOLS)

- 36.1 As provided for by Article 33.7, by no later than May 7th, the Board shall send to the NSTU-AVRRC the number of surplus teachers in each school.

- 36.2 If the teaching staff allocation plan demonstrated that a surplus of teachers exists in a school, then every reasonable effort will be made to resolve the surplus by May 15th in accordance with the procedure outlined in this Article:
- (a) Teachers shall be identified as surplus to a school by least seniority, subject to program protection as provided for in Article 36.3.
 - (b) The Board shall cause to be posted in each school a list of all vacant and unfilled positions by May 7th.
 - (c) The Board shall then request volunteers whose transfer would resolve the surplus in the school, to be designated surplus in their school.
 - (d) If there are more volunteers in a school than required the selection shall be made by the Director of Human Resources in consultation with the school Principal(s).
 - (e) Surplus teachers shall be provided an opportunity to select from the vacant or unfilled positions for which they wish to be considered in accordance with (9) of this Clause.
 - (f) Teachers designated as surplus shall undergo a selection process to determine if the teacher has the necessary qualifications and experience for the available vacant or unfilled positions.
 - (g) All surplus teachers will be guaranteed placement into a vacant or unfilled position, firstly to permanent contract teachers and secondly to probationary contract teachers.
- 36.3 In determining which teacher(s) is/are surplus within a school, the Director of Human Resources in consultation with the school Principal, may designate a teacher as being essential to a program, if necessary to retain a full complement of teachers in that program, including administration. When the Board designates a teacher as being essential, it shall give in writing to the NSTU-AVRRRC the reasons why the designation was essential.
- 36.4 A teacher placed in an unfilled position shall be considered to be in his/her original school for purposes of placement at the end of the school year.
- 36.5 All transfers to vacant full-time positions accomplished pursuant to Article 36.2 shall be permanent.
- 36.6 Notwithstanding Article 36.5, the teacher or teachers so transferred shall be afforded the opportunity of first refusal of a vacant position which might become open in the school from which the transfer was made, providing the teacher has the qualifications, experience and abilities for such position. Such opportunity of first refusal shall exist for a period of one (1) year from the time when the transfer was made effective.

- 36.7 Vacant and unfilled administrative positions shall not be filled by surplus teachers under Article 36.2.
- 36.8 The Director of Human Resources shall meet with the NSTU-AVRRC to discuss all transfers and shall provide all necessary information to monitor the process.

ARTICLE 37 - TRANSFER OF TEACHERS

Board-Initiated Transfer

- 37.1 Board-Initiated Transfer can occur throughout the school year.
- 37.2 Board-Initiated Transfer may be made:
- (a) for exceptional personnel issues related to staff, students or the community;
 - (b) for operational reasons related to enrolment and programs; and
 - (c) as a result of school realignment or construction
- 37.3 In all cases of Board-Initiated Transfer there must first be discussion between the Board and the teacher(s). If the teacher(s) requests, a representative of the Union may be present during the discussion. If requested by the teacher(s), the Board shall give written reasons for the transfer to the teacher(s), with a copy to the Chair of the NSTU-AVRRC.
- 37.4 In each and every case of a Board-Initiated Transfer (except for transfers pursuant to Article 37.9) in which the transfer involves the teacher having to journey a greater distance to his/her place of employment, the Board shall make every reasonable effort to place the affected teacher in a position which is geographically situated as close as possible to the teacher's residence. The Board shall compensate the said teacher for the extra travel involved at the Board rate for the duration of the transfer or a one (1) year period, whichever is lesser, effective from the date of the transfer.
- 37.5 If it is necessary to transfer teachers from school to school, due to shifting enrolment patterns in schools or programs, after the beginning of the school year, then the Director of Human Resources shall make every reasonable effort to find teachers, within the affected schools, who will volunteer to transfer to available positions, provided they have the necessary qualifications, experience and abilities for the position(s) in the opinion of the Board.
- 37.6 If, pursuant to Article 37.5, volunteers cannot be found in school(s) which must lose teacher(s), the Director of Human Resources shall make every reasonable effort to transfer teacher(s), within the affected schools pursuant to program and administration protection, with the least seniority with the Board.

- 37.7 A teacher who has been forced to transfer from one school to another pursuant to Article 37.2(b) shall be considered to be in his/her original position before the forced transfer for purposes of placement at the end of the school year. Unless no other reasonable alternative exists, a teacher who has been force transferred in one school year cannot be force transferred for the next school year except by mutual agreement of the teacher and the Board.
- 37.8 Should a teacher transfer pursuant to Article 37.2(a) or (b) within a school year, there shall be every reasonable effort made to provide up to two **(2)** weeks between the time a teacher is officially informed of the transfer by the Director of Human Resources or designate, and the time the transfer takes place. The teacher shall be provided with up to three (3) days free from teaching duties to prepare for the transfer.
- 37.9 In the event that school construction or school realignment results in the closure of a school or part of a school the following shall apply:
- (a) when an entire school is to be closed and replaced by another school, teachers shall be transferred with their assignment to the new school;

- (b) when an entire school is to be closed and replaced by two or more other schools, the teachers shall be transferred with their assignment to the other schools and the school to which an individual teacher is transferred shall be that school where, based on the current teaching assignment, the teacher has been spending the greatest percentage of the teacher's time with the grades to be transferred from the current school;
- (c) when only a partial school closure occurs, the teachers transferred shall be those teachers who, based on current assignments, have been spending the greater percentage of their time with the grades transferred;
- (d) the teachers transferred in accordance with the provisions of this Article 37.9 shall be placed in a similar position in the new site(s) or if a similar position does not exist, a mutually agreed upon position at the new site; and
- (e) teachers may be considered surplus at the new site(s) in accordance with Article 36-Teaching Staff Reductions (In Schools).

Individual designations made pursuant to this Article may be reviewed by the Management-Teacher Committee which will make every reasonable effort to resolve all designations.

Voluntary Transfer

- 37.10 As provided for in the following clauses of this Article, a teacher requesting a transfer from one school to another shall be transferred upon the mutual agreement of the teacher and the Board, such mutual agreement to be based upon the following factors:
- (a) for the teacher, the teacher's willingness to transfer to the position; and
 - (b) for the Board, the determination that the teacher has, in the opinion of the Board, the qualifications, abilities and experience to perform the required functions of the position.
- 37.11 Following the re-employment of teachers from lay off (Article 35) and/or the placement of surplus teachers in schools (Article 36), the Director of Human Resources will cause to be posted in each school and provide to the NSTU-AVRRRC a list of all positions which remain vacant or unfilled and are therefore available for transfer of permanent contract teachers.
- 37.12 A teacher who is successful in attaining a transfer to a different vacant or unfilled position is not eligible for further participation in the teacher transfer process. Said teacher must agree to remain in the position to which he/she has been transferred for a minimum period of the entire ensuing school year.
- 37.13 A teacher requesting a transfer(s) is only entitled to refuse offers of transfer in the first round before being ineligible to participate any further in the teacher

transfer process.

- 37.14 There shall be no fewer than two (2) nor more than three (3) rounds of transfer before June 15th in each school year.
- 37.15 Permanent contract teachers are eligible to apply for a transfer to any new vacant positions which become available after the transfer rounds until the end of the current school year (July 31st).

ARTICLE 38 - TERM RECALL

- 38.1 (a) Following the re-employment of teachers on lay off (Article 35), the placement of surplus permanent and probationary teachers (Article 36), and the transfer of teachers (Article 37), all remaining vacant and unfilled positions shall become available within the region for the purpose of recalling term contract teachers. Every reasonable effort will be made to begin this process no later than one (1) week following completion of the transfers pursuant to Article 37.14.
- (b) A term contract teacher employed with two (2) or more immediately preceding consecutive years of service with the Board will be placed in the same position held in the preceding school year, provided such position is available and provided said teacher has the qualifications, experience, abilities and competence necessary to fill the requirements of the position, in the opinion of the Principal and the Director of Human Resources.
- (c) Following the procedures outlined in Article 38.1(b), term contract teachers who have not been placed, for other than just cause, and who have a minimum of one hundred and seventy-five (175) days of term service in each of two (2) consecutive years or a cumulative total of at least three hundred and ninety days (390) in more than two (2) consecutive years in accordance with Article 30, will be considered for the remaining vacant and unfilled positions and placed provided said teachers have the qualifications, abilities, experience and competence necessary for the positions, in the opinion of the Board.

ARTICLE 39 - VACANCIES AND APPOINTMENT

- 39.1 (a) Permanent contract teachers shall not be eligible to apply for any unfilled positions after the transfer rounds or for any vacant positions previously available during the transfer rounds pursuant to Article 37.14 or any other position which becomes available for term recall pursuant to Article 38.
- (b) Probationary contract teachers are not eligible to apply for vacant or unfilled positions following the placement of surplus teachers pursuant to Article 36.

- (c) Notwithstanding Article 39.1(a), administrative positions which become available may be filled at any time and all permanent contract teachers may apply.

- 39.2 A list of all teaching and supervisory positions that become vacant or are unfilled in the region pursuant to Articles 35, 36, 37, 38 and 40 shall be sent by the Director of Human Resources, or designate, to each school at least one (1) week prior to the closing date for applications and shall be immediately posted in the school by the Principal upon receipt. Positions may be advertised concurrently along with posting. A copy of the list will be made available by electronic transfer. A copy of said list shall be forwarded to the NSTU-AVRRC and to one (1) NSTU school representative in each school.
- 39.3 During summer vacation, such positions may be advertised in local or provincial newspapers or, at the option of the Director of Human Resources, through an electronic means that is widely available to teachers. The Union and teachers shall be informed as to the procedure to be used by the Human Resources Department. A list of such positions shall be forwarded to the Chair of the NSTU-AVRRC.
- 39.4 Notwithstanding Article 39.2 vacancies arising can be filled within a school by realigning of staff provided that this is done with mutual consent of the teachers involved and realignment of staff must take place before vacancies are declared for each posting of the list of vacant and unfilled positions.
- 39.5 Prior to assigning positions pursuant to Article 39.4, the Principal shall inform all teachers assigned to his/her school of all vacancies and unfilled positions in the school and give these teachers an opportunity to be considered for a change in assignment.
- 39.6 Where the posted qualifications for a position pursuant to 39.2 are altered, because the position requirements have changed, the position shall be reposted. The NSTU-AVRRC shall have the right to be informed in writing of the reasons for the change if requested.
- 39.7 When considering applications for all remaining vacant or unfilled teaching positions, the Board agrees that all candidates shall compete on the basis of the following criteria: qualifications, abilities, experience and competence to perform the requirements of the position. Where two (2) or more candidates are equal, in the opinion of the Board, the position will be awarded to the candidate, if any, who had a term contract with the Board within the previous fifteen (15) months or a substitute teacher who was employed by the Board for one hundred and seventy-five (175) or more days in the preceding school year. Where the successful candidate is an external applicant, such a term or substitute teacher who is not the successful candidate may request, and the Board shall give, written reasons why such a teacher was not successful.
- 39.8 Teachers referred by the Provincial Placement Committee shall be placed after

the obligations of Article 39.7 have been met.

ARTICLE 40 - ADMINISTRATIVE POSITIONS

- 40.1 In filling an administrative position:
- (a) there will be an internal competition first;
 - (b) the candidates shall compete on the following criteria: qualifications, abilities, experience and length of service with the Board and the Board shall determine the weight to be given to each of the criteria provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15%) and no more than thirty-five percent (35%); and,
 - (c) for a position not filled through the internal competition, the Board will conduct an external competition and all candidates will compete on the following criteria: qualifications, ability and experience and the Board shall determine the weight to be given to each of the criteria.
- 40.2 An administrative position shall be defined as an appointment that would result in the teacher receiving an administrative allowance.
- 40.3 A selection process including interviews shall be followed by the Board's management for all administrative positions which become vacant or unfilled.
- 40.4 Notwithstanding Articles 40.1 and 40.3 where surplus administrators have been identified pursuant to Article 33 and Article 36, they shall be advised of any vacant or unfilled administrative positions and may be placed in another administrative position or may be placed in an available teaching position pursuant to the provisions of Article 36.

ARTICLE 41 - ACCOMMODATION

- 41.1 Where a transfer is required in order to accommodate a teacher pursuant to the ***Human Rights Act*** of Nova Scotia, the Board and the Union shall consult to seek an appropriate accommodation. This transfer may be implemented notwithstanding any other provision in this Agreement.
- 41.2 Where a transfer is required in order to accommodate the special needs of a teacher, the Board and the Union shall consult to seek an appropriate accommodation for that teacher. Where the Union and the Board mutually agree on an accommodation, the transfer required may be implemented notwithstanding any other provision in this Agreement.

ARTICLE 42 - PROFESSIONAL DEVELOPMENT FUND

- 42.1 (a) The Board shall annually provide a Professional Development Fund, ("the Fund") in the following amounts:
- (i) for the period April 1, 1999 - March 31, 2000 - \$500,000.00;
 - (ii) for the period April 1, 2000 - March 31, 2001 - \$550,000.00; and,
 - (iii) for the period April 1, 2001 - March 31, 2002 - \$600,000.00.
- (b) For clarity, as of the signing of this Agreement, excess funds which have accumulated in the Teacher Education Fund from the former Annapolis Local Agreement and from any other articles in the former Kings and former Hants West Local Agreements which would have been spent on items covered by this Article shall be deposited in the newly created Fund and shall be in addition to the annual budgeted allocation.

42.2 The Fund shall be global in its application and can be allocated to, but is not limited to, the following areas:

- (a) Study Leave (one day to one year);
- (b) Working Leave;
- (c) Conference Grants;
- (d) Professional Development Grants; and
- (e) In-service Education.

42.3 The Fund shall be administered by a Committee of six (6), hereinafter referred to as "the Committee":

- (a) three (3) representatives of the Board; and
- (b) three (3) representatives of the NSTU-AVRRC.

The Director of Programs and Services, or designate, and the Chair of the NSTU-AVRRC, or designate, shall act as the non-voting Chairpersons on an annual rotating basis. A regional office secretary shall attend meetings of the Committee to record the minutes of the meetings and prepare resulting correspondence as determined by the Committee.

42.4 The Committee shall:

- (a) draw up the appropriate guidelines and application forms relating to this Article;
- (b) prepare a budget for the disposition of the total Fund into the various categories and make this known to the teaching staff on or before April 30th of each year;

- (c) have the freedom to re-allocate funds within its budget during its fiscal year and shall notify the teaching staff of any change made;
- (d) establish the rates to be paid for expenses in each category and make these known to the teaching staff on or before April 30th of each year;
- (e) process all claims for expenses and approve the amount of the claims to be paid from the Fund; and,
- (9) establish regularly scheduled meeting dates on at least a monthly basis.

42.5 Claims for Conference Grants and Professional Development or other grants designated by the Committee shall be submitted, on the approved forms, to the Committee on or before January 15th of each fiscal year for the funds in that category.

42.6 Payment of claims pursuant to **42.5** shall normally be made with the second pay in February of each fiscal year.

42.7 Should the total of eligible claims for each category, pursuant to Article **42.6**, exceed the respective funds allocated by the Committee, the funds shall be allocated on an equitable basis.

- 42.8 Any surplus from the Fund will be carried forward to the following fiscal year and added to the sum pursuant to Article 42.1.
- 42.9 On or before June 30th, the Board shall provide the Committee with a general account statement relating to the expenditures under this Article for the previous fiscal year.
- 42.10 All financial commitments made in accordance with Article 42.1 shall be charged in full to the fiscal year in which said commitment is made.
- 42.11 The Board shall be responsible for issuing payment for an expenditure approved by the Committee and for all clerical work associated with administering the Fund, accounting and audits. Substitute teachers' salaries for teachers appointed by the Union attending meetings of the Committee will be charged to the Fund.

Study Leaves

- 42.12 The Committee may grant a study leave to a teacher on contract with the Board for the purpose of professional development, study and research.
- 42.13 Study leave shall be related to the work for which the teacher is responsible or may reasonably expect to be responsible for in the region. A full description of the proposed study leave shall accompany the application for study leave. The description shall outline the purpose of the study, its location, length of leave and the anticipated benefits to the system. Each application shall contain a list of expenses for which the applicant wishes to be reimbursed.
- 42.14 Study leave shall be defined as any leave granted in accordance with this Article for one (1) or more school days and not exceeding the equivalent of one (1) school year.
- 42.15 A teacher desiring study leave shall apply in writing, on the approved form, to the Director of Programs and Services. Applications shall be made by:
- (a) at least on or before March 1st if the leave desired is for a full year study leave commencing the next school year;
 - (b) at least one hundred and twenty (120) calendar days before the program *is* to commence if the leave desired is for more than thirty (30) school days, but less than a full year;
 - (c) at least sixty (60) calendar days before the program is to commence if the leave desired is for fewer than thirty (30) but more than fifteen (15) school days; and,
 - (d) at least thirty-five (35) calendar days before the program is to commence if the leave is for fifteen (15) or fewer school days.

- 42.16 The Committee shall give preference to a permanent contract teacher whose position has been phased out and who requires further training to fill any other position.
- 42.17 All applicants shall be notified of the decision of the Committee as promptly as possible.
- 42.18 The Committee shall notify the teacher(s) concerned of the approval or non-approval of the full year study leave prior to the last teaching day in March of the same year as application for full year study leave is made. Such notification shall be confirmed in writing.
- 42.19 A teacher who has received a full year study leave shall become eligible to apply for a second such leave five (5) years after the initial full year study leave.
- 42.20 There shall be no limit of age requirements.
- 42.21 A teacher must have a permanent contract and must have completed three (3) years of service with the Board to be eligible for full year study leave.
- 42.22 Subject to the provisions of Article 35-In-Region Layoff and Retention and Article 36-Teaching Staff Reductions (In Schools) when a teacher returns from a study leave, the Board shall make every reasonable effort to reinstate the teacher to the position held immediately prior to going on study leave. If this is not possible, the Board shall make every reasonable effort to reinstate the teacher to a position mutually agreed upon by the teacher and the Board. If this is not possible, the Board shall reinstate the teacher in a comparable position, consistent with the teacher's qualifications, and previous experience with the Board, geographically situated as close as possible to the teacher's present residence.
- 42.23 Study leave shall be considered continuous service with the Board for the purpose of determining salary increments and all benefits pertaining to this Agreement shall be in effect during the period of said leave.
- 42.24 A teacher granted study leave shall be paid during the year of leave, one hundred percent (100%) of the salary including administrative allowance, if applicable, which would ordinarily have been paid to that teacher if he/she had not been on study leave.
- 42.25 Salary payments, including administrative allowance if applicable, payments shall be made in accordance with this Agreement and income tax deductions and other necessary and approved deductions shall be made.
- 42.26 The Committee may also agree to contribute to the expenses incurred by a teacher which are directly related to his/her program of study.
- 42.27 Should a replacement teacher be required, pursuant to this Article, the salary, and administrative allowance, if applicable, of the replacement teacher shall not

be charged to the Fund.

- 42.28 Recipients of study leave must agree to teach for the Board for a minimum of twice the length of the study leave granted following the period of said leave.
- 42.29 In the event that the teacher does not return to work for the Board at the end of the period of study leave, except due to illness, said teacher shall, if requested to do so by the Board, immediately pay to the Fund a sum equal to the money paid to said teacher while on study leave. In the event of said teacher returning to teach for the Board, but failing to remain in its employ for the required time, pursuant to 42.28, said teacher shall, if requested to do so by the Board, pay to the Fund on leaving the Board's employ, a sum arrived at by pro-rating the amount of salary received by the teacher while on study leave to the portion of time pursuant to 42.28 which said teacher worked for the Board on return from said study leave.

Working Leave

- 42.30 Teachers possessing a permanent contract with the Board may apply for a working leave, which shall be defined as a period during which a teacher shall be released from teaching duties for employment deemed by the Board to be related to the assignment for which the teacher is responsible in the Annapolis Valley Regional School Board system.
- 42.31 Applications for working leave shall be made in writing to the Director of Programs and Services together with a full description of the proposed leave, nature of the work and duration of the leave. The application shall include a letter from the prospective employer agreeing to the application, stating salary to be paid and agreement that said funds shall be remitted to the Fund. The remittances from the prospective employer shall be made to the Board in equal payments over the length of the working leave and credited to the Fund.
- 42.32 Teachers may be entitled to claim a sum equal to twelve percent (12%) of the salary paid to the Fund by the external employer for the purpose of expenses. The expenses claimed against this sum must be documented, justified and submitted to the Committee for approval.
- 42.33 During the period of working leave, the teacher shall not suffer any loss of salary and benefits. The Board shall continue to pay the teacher as outlined in Article IO-Method of Payment of this Agreement.
- 42.34 The salary, and administrative allowance, if applicable, of any teacher granted working leave in accordance with this Article shall be charged to the account of funds generated through Article 42.1. Should a replacement teacher be required, pursuant to this Article, the salary and administrative allowance, if applicable, of the replacement teacher shall not be charged to the Fund.

Conference Grants

- 42.35 The Board agrees to pay from the Fund, the expenses, at the rates authorized by the Committee, of a teacher attending an educational conference, seminar, workshop or clinic on a school day(s), provided the Director of Programs and Services has approved the teacher attending the conference, excluding out of province conferences which will require the approval of the Committee. Such approval shall not be unreasonably withheld. The applicant shall be notified of the decision within ten (10) business days of the receipt by the Director of Programs and Services of the application. Such notification shall be confirmed in writing.
- 42.36 The Board also agrees to pay from the Fund the expenses as authorized by the Committee, to a teacher who attends, during non-teaching days, a conference, seminar, workshop or clinic which, in the opinion of the Committee, is to the educational advantage of the teacher and the school system including extra-curricular activities with which the teacher is involved.
- 42.37 Conference expenses shall be paid at the rates established by the Committee. Expenses may include the following:
- (a) registration fees;
 - (b) lodgings;
 - (c) meals, gratuities as well as general expenses incurred as part of the conference;
 - (d) travel; and
 - (e) parking fees.
- All charges excluding ~~metrage~~ must be supported by receipts. The cost of replacement teachers will be charged against the Fund.
- 42.38 Where the Director of Human Resources recommends that a teacher attend a conference, workshop, seminar or clinic because of an identified performance concern, and the Committee concurs, the full expenses shall be charged against the Fund.
- 42.39 The application for permission to attend on a school day(s) must be received thirty (30) calendar days prior to the date of the conference, seminar, workshop or clinic, except for the NSTU Special Association Provincial Professional Development Day which normally shall require twenty (20) calendar days notice.
- 42.40 The Board agrees that each teacher shall be entitled to attend a minimum of one (1) conference of his/her choice per school year.
- 42.41 The Committee shall reimburse fifty percent (50%) of the approved expenses incurred by teachers attending a conference where such expenses exceed one thousand dollars (\$1,000.00). Payment will be made within one (1) month of

submission of claim and receipts. The remaining amount shall be paid pursuant to 42.7, and in the event of a pro-rating, the teacher shall reimburse the Fund for any amount received in excess of the approved level of reimbursement.

Professional Development Grants

- 42.42 The Board agrees to pay from the Fund, the tuition/course registration expenses, as authorized by the Committee, of teachers who audit or successfully complete courses for the purpose of improving their professional abilities.
- 42.43 To qualify for a grant for a course the teacher must be under contract with the Board as of the beginning and ending dates of the course.
- 42.44 Each grant shall be paid at the rate specified by the Committee.
- 42.45 Tuition/course registration receipts and documentation verifying successful completion of a course(s) or tuition receipts for an audit course(s) shall constitute an application.

Inservice Education

- 42.46 The Board agrees to pay from the in-service education portion of the Fund the expenses authorized by the Committee (and with its prior approval) for the purpose of helping to defray the costs involved in organizing:
- (a) teacher-initiated in-service days or professional development workshops;
 - (b) school-based planning initiated in-service days or professional development workshops; and
 - (c) any other teacher-initiated or school-based planning initiated learning situation that is comparable to (a) and (b).
- 42.47 Application for an in-service grant shall be made on the approved form to the Committee at least one (1) month prior to the date of the in-service or professional development workshops. All applications requiring the use of school time must have the prior approval of the Director of Programs and Services.

Adjudication

- 42.48 On an annual basis the Committee shall appoint an adjudicator and an alternate (the "Adjudicator") to resolve disputes in the event that the Committee is unable to reach agreement on any aspect of its responsibilities and deadlock occurs.
- 42.49 If the Committee is unable to name a mutually agreeable Adjudicator, the Chairperson of the Committee shall immediately request the Regional Education Officer for the Annapolis Valley Regional School Board to name the Adjudicator.
- 42.50 The Adjudicator shall meet with the Committee within five (5) business days of

the referral of the dispute and shall render a decision within the next succeeding five (5) business days and shall forthwith send a written copy of the decision to the Committee.

42.51 The Adjudicator shall not reach any decision inconsistent with terms and conditions of this Article nor alter, amend or modify any of the provisions thereof.

42.52 The decision of the Adjudicator shall be final and binding.

ARTICLE 43 - MARKING AND PREPARATION

43.1 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.

43.2 Marking and preparation time shall not be scheduled during the teacher's:

- (a) recess or recess supervision;
- (b) lunch breaks;
- (c) home room registration;
- (d) extra-curricular activities which are not a formal part of a course;
- (e) hall monitoring and supervision; or
- (9)** the time for changing classes.

43.3 Marking and preparation shall be scheduled during "instructional time" which includes:

- (a) all direct classroom instruction;
- (b) Co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (eg. choir as part of a music credit);
- (c) library, supervised study and guidance;
- (d) student-centred resource activities;
- (e) formally assigned administrative responsibilities(eg. class scheduling);
- (f) supervision of in-school suspension activities; and

(g) P-6 recess supervision.

43.4 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Management-Teacher Committee as provided for in Article 6 of this Agreement.

ARTICLE 44 -SCHOOL CLIMATE

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

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

ARTICLE 45 -TEACHER IN CHARGE

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

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

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

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

45.5 Whenever possible, the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.

45.6 Where the appointment of a Teacher in Charge is less than one (1) day a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.

ARTICLE 46 - SUBSTITUTE TEACHERS

- 46.1 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 46.2 For the purposes of Article 46.1, "not operationally required shall include the following:
- (a) Days on which a teacher does not instruct or supervise students such as in-service days, graduation day and grading and classifying days.
 - (b) Instances where the absence of the teacher occurs unexpectedly during the school day and administrative personnel are available to assume the duties of the absent teacher.
 - (c) Instances where the absence of the teacher occurs for reasons relating to extra-curricular school activities and where student groupings can be reorganized to accommodate the teacher's absence.
- 46.3 Where **all** reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the Board in Article 46.1 shall be deemed to have been satisfied.

ARTICLE 47 - OCCUPATIONAL HEALTH & SAFETY

- 47.1 The parties to this Agreement 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 ***Occupational Health and Safety Act*** of Nova Scotia.
- 47.2 Where a teacher has a disability as defined in the ***Human Rights Act*** of Nova Scotia, the Board shall make reasonable accommodations to enable the teacher to perform the teacher's regular duties provided such accommodations are not covered under Article 26 - Leave for Injury on Duty in the Teachers' Provincial Agreement or under any other insurance policy to which the Board contributes part or all of the premium.
- 47.3 If a teacher is selected for first aid training, including CPR, then the following conditions shall apply:
- (a) Previously trained teachers shall have first right of refusal for such training if more teachers apply than can be accommodated in the training session.
 - (b) Ordinarily, training will occur during the school day and teachers shall be given paid release time to attend the training.
 - (c) The Director of Human Resources or designate shall process claims for expenses for participating teachers:
 - i) to pay *metrage*, at the Board rate, for an increased difference in distance to the training site from the teacher's home school and the teacher's residence, and;
 - ii) the cost of any meal(s), at the Board rate, that would not be included in the teacher's normal day, and;
 - iii) accommodations for the teacher, and;
 - iv) course fees if any.

Physician's Name and Address:

Physician's Signature

Date

Other remarks (use additional sheet if necessary)

B. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information (including any explanation arising from the information provided) concerning my current illness or injury to my Employer, the Annapolis Valley Regional School Board. I understand that I will receive a copy of any medical information received by the Board from my physician .

Teacher's Signature

Date

Appendix B **Service Award/Death Benefit**

Appendix B contains three (3) Sections as named below:

- Section 1 - Article 14 - Service Award/Death Benefit as contained in a collective agreement between the Annapolis District School Board and the Nova Scotia Teachers Union dated 29th day of September, 1993.
- Section 2 - Article 14 - Service Award/Death Benefit as contained in a collective agreement between the **Hants** West District School Board and the Nova Scotia Teachers Union dated the 23rd day of April, 1990.
- Section 3 - Article 14 - Service Award as contained in a collective agreement between the Kings County District School Board and the Nova Scotia Teachers Union dated the 26th day of March, 1996.

Appendix B - Section 1

Annapolis

ARTICLE 14 **SERVICE AWARD/DEATH BENEFIT**

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

- iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
- v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Appendix B - Section 2

Hants

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for an aggregate period of ten (10) or more years and was employed by the Board other than as a substitute teacher in the school year in which he/she became eligible for the Award.
- 14.02 A Service Award/Death Benefit shall be paid when a teacher:
- i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - ii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - iii) dies in the service of the Board.
- 14.03 The Service Award/Death Benefit shall be calculated by multiplying three-quarters of one percent (3/4 of 1%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.
- 14.04 Notwithstanding 14.03, the number of years of service to be used in calculation shall not exceed thirty-one (31).
- 14.05 This Service Award/Death Benefit shall be paid in one (1) lump sum or in a maximum of two (2) installments at the discretion of the teacher.
- 14.06 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 14.02 (iii).
- 14.07 Notwithstanding 14.02 and 14.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- i) the full Service Award/Death Benefit available to the teacher;
 - ii) the actual amount required by the Pension Fund for the purchase of past service.
- 14.08 The following conditions must be met before funds shall be released pursuant to 14.07:
- i) The teacher has resigned his/her position.
 - ii) The teacher requests the Board, in writing, to release the funds at least ten (10) days prior to payment.
 - iii) The teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service. The letter shall also state that the Pension Commission

will return the funds to the Board if the requirements of paragraph 14.02 are not met within ninety (90) days of the date of the letter.

- iv) The teacher files with the Board, the required Revenue Canada Taxation Form (TD2) to effect the transfer.
- v) The cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

14.09 Subject to paragraphs 14.07 and 14.08, the Service Award/Death Benefit shall be paid in one **(1)** lump sum or a maximum of two **(2)** installments at the discretion of the teacher.

Appendix B - Section 3

Kings

Article 14 Service Award

- 14.01 No Service Award shall be paid unless a teacher has been employed by the Board for a period of five (5) or more consecutive years.
- 14.02 A Service Award shall be paid when:
- (a) a teacher who retires in the service of the Board verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (b) a teacher dies in the service of the Board; or
 - (c) a teacher's age plus total teaching experience equals seventy (70) or more at the time he/she ceases his/her employment with the Board; or
 - (d) a teacher elects a deferred pension under the Nova Scotia Teachers' Pension Act.
- 14.03 The Service Award shall be on the basis of service with the Board.
- 14.06 The Service Award shall be determined by multiplying the annual salary applicable to the teacher on the day of retirement by:
- (a) one percent (1%) for each of the first ten (10) years of service with the Board;
 - (b) one and one-quarter percent (1.25%) for each of the next ten (10) years of service with the Board; and
 - (c) one and one-half percent (1.5%) for each of the next ten (10) years of service with the Board.
- 14.07 The Service Award shall, at the discretion of the teacher, be paid in one (1) lump sum at a time determined by the teacher, or by monthly installments, not to exceed a period of twelve (12) months.
- 14.08 When a teacher who is eligible for a Service Award dies in the service of the Board the award shall be paid to the estate of the teacher concerned.
- 14.09 Notwithstanding 14.08, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award pursuant to 14.02(b).
- 14.10 Notwithstanding 14.02 and 14.07, the Board shall advance, at least thirty (30) **ninety (90)** days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (a) the full Service Award available to the teacher;
 - (b) the actual amount required by the Pension Fund for the purchase of the past service.

- 14.11 The following conditions must be met before funds shall be released pursuant to 14.10:
- (a) the teacher has resigned his/her position;
 - (b) the teacher requests the Board, in writing, to release funds;
 - (c) the teacher files with the Board, a letter from the Pension Services Group Plan Administrator stating the amount of funds required to purchase the past service;
 - (d) the teacher files with the Board, the required Revenue Canada Taxation Form (TD2) to effect the transfer;
 - (e) the cheque releasing the funds shall be made payable to the Pension Services Group.

APPENDIX "C"

**TERM CONTRACT TEACHERS
{Referred to in Article 29.2(c)}**

Susan Baltzer
Francine Belbin
Tracey Furlong

LETTER OF AGREEMENT #1

Finalized Seniority List

WHEREAS the parties have agreed that it is desirable *to* develop a Finalized Seniority List that, when finally approved by the parties, shall be conclusive evidence of the seniority of all permanent and probationary teachers to that point in time. Thereafter, annual revisions to the list would involve only adding new service or deleting names in accordance with the provisions of the seniority Article in the Agreement. Once the final list is approved by the parties, service for all prior years would be fixed as of the date of signing this Finalized Seniority List; and

WHEREAS the parties recognize the need to give all teachers one last chance to challenge the accuracy of the list to be finalized;

NOW THEREFORE the parties agree that notwithstanding Article 29.1(c) - Seniority, the following procedures shall apply *to* reach a Finalized Seniority List which can be agreed to by both parties for service as of July 31, 1999.

- 1.01 The Director of Human Resources shall develop by no later than September 15th, 1999 a tentative seniority list pursuant to the provisions of Article 29-Seniority. Said list shall include the names and seniority of all permanent and probationary contract teachers employed by the Board as of July 31, 1999.
- 2.01 The list pursuant to clause 1 above shall be posted in all schools and copies forwarded **to** the Chairperson of the NSTU-AVRRC by no later than September 16, 1999.
- 3.01 On or before October 15, 1999 any teacher may challenge his/her position on the tentative seniority list by filing written notice of objection with the Director of Human Resources with the NSTU-AVRRC. Any such challenge must be accompanied by written documentation upon which the teacher is relying *to* dispute the validity of the tentative seniority list. The parties shall meet to resolve the objection.
- 4.01 In the event that the Board and the Union are unable to reach agreement, the matter shall **be** referred to arbitration.
- 5.01 After all such challenges have been settled, copies of the revised seniority list shall be deemed *to* be approved by both parties and no further challenges may be raised by any teacher in respect to seniority as of July 31, 1999.

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be pari of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

LETTER OF AGREEMENT #2

Transfer of CSAP Teachers

The Letter of Agreement #2 dated March 5, 1997 (attached) shall form part of this Agreement with Schedule "A" amended by deleting Mary Ann Zauhar-Hiscock.

ATTACHMENT TO LETTER OF TRANSFER OF CSAP TEACHERS

THIS AGREEMENT made this 5th day of March, 1997.

BETWEEN:

ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD
(the "Regional Board")

- and -

NOVA SCOTIA TEACHERS UNION
(the "NSTU")

WHEREAS:

1. The teachers listed in Schedule "A" attached hereto (the "Teachers") are or were formerly employed by the Regional Board and are or will be employed by the Conseil scolaire acadien provincial (the "CSAP").
2. The parties wish to retain certain aspects of the employment relationship between the Regional Board and the Teachers for the mutual benefit of the Teachers and the Regional Board for transitional periods of time as hereinafter agreed.
3. In this Agreement, "Teacher's Local Agreement" means the Local Agreement between the Regional Board and the Nova Scotia Teachers Union applicable to the Teacher had the Teacher remained in the employ of the Regional Board.
4. In this Agreement, "Teachers" shall include teachers not identified on Schedule "A" who, after signing this Agreement, become designated as employees of the CSAP pursuant to Section 14(5)(a) of the **Education Act**. For these Teachers, the three year period in Paragraph 3(b) of this Agreement shall commence August 1 of the year in which the Teacher is designated. Teachers who become designated after the signing of this Agreement shall be added to Schedule "A" only with the approval of the Board and the Union.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

5. The Teachers shall, while employed as teachers by the CSAP, each be entitled:
 - (a) For a period of three years commencing August 1, 1996, to apply for transfer to

the employ of the Regional Board under the provisions of the Teacher's Local Agreement with the Regional Board. The Teacher's transfer to the Regional Board shall be effective August 1st next following the date of the Teacher's application for transfer. This benefit expires July 31, 1999.

- (b) For a period of two years commencing August 1, 1999, to return to the employ of the Regional Board if the Teacher's employment with the CSAP is terminated pursuant to Section 34(2)(b)(ii) of the **Education Act** and/or Article 20.05(ii)(b) of the Teachers' Provincial Agreement dated November 2, 1994. The Teacher's employment with the Regional Board shall commence August 1st next following termination of the Teacher's contract. This benefit expires July 31, 2001.

6. The Teachers shall, while employed by the CSAP, each be entitled:

- (a) To retain their seniority with the Regional Board, but will not accumulate additional seniority during the time they are employed with CSAP.
- (b) Upon return to the employ of the Regional Board pursuant to Paragraph 4(a) or (b), to be deemed for all purposes under the Teacher's Local Agreement to have been employed by the Regional Board as though the Teacher had been employed by the Regional Board during the year or years when the Teacher was employed by the CSAP and the Teacher's continuity of employment was not broken.
- (c) Notwithstanding (b), service for purposes of calculating the service award entitlement shall not include the years in the service of CSAP. The years in the employ of CSAP shall not break the consecutiveness of service for the purpose of calculating or claiming the service award.

7. Teachers who return to the employ of the Regional Board pursuant to Paragraph 4(b) shall be placed in a teaching position according to their seniority according to any other applicable provisions of the Teacher's Local Agreement.

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

SCHEDULE "A"

~~Mary Ann Zauhar-Hiscock~~
Carmen MacDougall
Denise Lombard
Gisele Dunfield
Natalie Goyjiou

LETTER OF AGREEMENT #3

Transfer of Kingstec Teachers

The Addendum Agreement, dated May 8th, 1992 (attached) and Second Addendum Agreement, dated May 27th, 1993 (attached) shall form part of this Agreement with Appendix " A amended by deleting Laura Draper.

ATTACHMENT TO LETTER OF AGREEMENT #3
TRANSFER OF KINGSTEC TEACHERS

ADDENDUM AGREEMENT

THIS AGREEMENT ADDENDUM made in triplicate this 8th day of May, 1992, A.D.

BETWEEN:

THE KINGS COUNTY DISTRICT 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 "UNION"

PARTY OF **THE SECOND PART**

WHEREAS on the 29th day of January, 1991, A.D., the parties hereto entered into an Agreement in writing containing certain terms and conditions of employment affecting teachers covered by the said Agreement, hereinafter referred to as the "Agreement";

AND WHEREAS by Order-in-Council, dated May 14th, 1991, the Minister of Advanced Education & Job Training on behalf of the Province of Nova Scotia acquired "the vocational school owned by the Kings County District School...its equipment and supplies";

AND WHEREAS effective April 1, 1992, A.D., most teachers teaching at the Vocational School formerly owned by the Kings County District School Board and now known as Kingstec Campus-NSCC became employees of the Minister;

AND WHEREAS certain named teachers at the Kingstec Campus wish to continue their employment relationship with the Board;

AND WHEREAS both the Board and the Union are desirous of assisting the named

teachers in their efforts to continue as employees of the Board;

NOW THEREFORE THIS AGREEMENT ADDENDUM WITNESSETH that it is agreed between the parties hereto as follows:

- 1.01 Teachers identified in Appendix "A" who applied for transfer within the Kings County District School Board on or before January 31, 1992, pursuant to the provisions of 19.05 of the Agreement shall be considered employees of the Board for purposes of clause .03 Article 25 of this Agreement.
- 1.02 The agreement of the parties to include the named teachers as employees of the Board for purposes of clause 25.03 is non-grievable.
- 1.03 The named teachers may apply for interview opportunities for positions declared vacant by the Board. For purposes of this Agreement Addendum such vacancies shall be declared only after all permanent and probationary teachers have been assured employment with the Board for the ensuing school years.
- 1.04 In filling vacancies the Board shall give preference to the teachers named in Appendix "A" provided a teacher(s) is/are qualified for the available position(s).
- 1.05 If any teacher named in Appendix "A" is hired by the Board, his/her service shall be considered continuous only for the purpose of:
 - i) TENURE (ARTICLE 20 - PROVINCIAL AGREEMENT)
 - ii) SICK LEAVE (ARTICLE 5 - LOCAL AGREEMENT)
 - iii) STAFF REDUCTION & SENIORITY (ARTICLE 17 - LOCAL AGREEMENT)
 - iv) SERVICE AWARD (ARTICLE 14 - LOCAL AGREEMENT)
- 1.06 This Agreement Addendum shall continue in full force and effect for the life of the Agreement, and shall be attached to this Agreement.

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

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

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

ATTACHMENT TO LETTER OF AGREEMENT # 3
TRANSFER OF KINGS COUNTY TEACHERS

ADDENDUM AGREEMENT

THIS AGREEMENT ADDENDUM made in triplicate this 8th day of May, 1992, A.D

BETWEEN:

THE KINGS COUNTY DISTRICT 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 "UNION"

PARTY OF THE SECOND PART

WHEREAS on the 29th day of January, 1991, A.D., the parties hereto entered into an Agreement (the "Agreement") in writing containing certain terms and conditions of employment affecting teachers covered by the said Agreement:

AND WHEREAS by Order-in-council dated May 14, 1991, the Minister of advance Education & Job Training on behalf of the Province of Nova Scotia acquired the "vocational school owned by the Kings Country District School Board..its equipment and supplies":

AND WHEREAS effective April 1, 1992, A.D., most teachers teaching at the Vocational School formerly owned by the Kings Country District School Board and now known as the Kingstec Campus- NSCC became employees of the Minister;

AND WHEREAS certain named teachers at the Kingstec Campus wish to continue employment with the Board:

AND WHEREAS both the Board and the Union are desirous of assisting the named teachers in their efforts to continue as employees of the Board;

AND WHEREAS to that end a first Agreement Addendum was entered into between the parties hereto on the 8th day of May, 1992.

NOW THEREFORE this second Agreement witnesseth that it is agreed between the parties hereto as follows:

- 1.01 Notwithstanding Article 35.01 of the Agreement and during the life of the Agreement, teachers identified in Appendix A who applied for transfer within the Kings County District School Board on or before January 31, 1992, shall be eligible to teach summer school for the Board.

DATED at _____, Nova Scotia.

SIGNED SEALED AND DELIVERED
in the presence of:

**KINGS COUNTY DISTRICT
SCHOOL BOARD**

Witness

Chairperson

NOVA SCOTIA TEACHERS UNION

Witness

President

**KINGS COUNTY DISTRICT LOCAL
OF THE NSTU**

Witness

President

APPENDIX "A"

To Addendum Agreement date the 8th day of May, 1992

Kingstec Teachers Who Apply to Transfer on or before January 31, 1992.

(Amended the _____ day of _____, 1996).

~~Laura Draper~~

Margaret VanBlarcon

Veronica Legge

Reg Rand

Victoria Dwyer

**LETTER OF AGREEMENT #4
HARASSMENT AND ABUSE OF TEACHERS**

WHEREAS negotiations between the Minister of Education and Culture and the Nova Scotia Teachers Union resulted in a "Letter of Understanding-Harassment and Abuse of Teachers-(3)" being included in the Teachers' Provincial Agreement (TPA);

AND WHEREAS this "Letter of Understanding-Harassment and Abuse of Teachers-(3)" in the TPA calls for a provincial committee to make model policies on harassment and abuse available to school boards and to urge adoption of a policy, within one (1) year of the first meeting of the provincial committee;

AND WHEREAS the teachers employed by the Annapolis Valley Regional School Board wish input into which policy/practices will be adopted by the Board;

NOW THEREFORE the parties to this Agreement agree to form a joint committee to meet to study the materials forwarded by the provincial committee and where agreement can be reached, to recommend to the Board policy/practices to be adopted by the Board.

- (1) The parties agree to appoint six (6) members to this committee, three (3) who shall represent the Board and three (3) who shall represent the Union, within sixty (60) days of the signing of this Agreement.
- (2) The committee noted in number one (1) above shall meet within thirty (30) days of the release of the report of the provincial Harassment and Abuse of Teachers Committee.
- (3) The committee shall determine its own operating procedures and the chair of the committee shall alternate between the parties from meeting to meeting.
- (4) Where the committee can reach agreement on any recommendation from the provincial report, the parties shall make all necessary arrangements to amend this Agreement, if required, within sixty (60) days of the final meeting of the committee.

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

LETTER OF UNDERSTANDING# 5

TEACHER APPRAISAL

Preamble:

Whereas the Annapolis Valley Regional School Board will develop an appraisal policy and procedures for all staff including teachers, and

Whereas there was an evaluation procedure for teachers included in the Agreement between the Board and the Kings Local of the NSTU, then:

.01 The Board is committed to:

- (a) Complying with the current teacher appraisal policies and procedures of the former Hants West and Annapolis District School Boards and Article 26 of Section 4 (Kings) of the Protocol Agreement between the Board and the Hants West, Annapolis and Kings Locals of the NSTU (05 March 1997) until the Board establishes and implements a new Regional Teaching Appraisal Policy and Procedure as part of the Board's Strategic Plan.
- (b) The Regional Teaching Appraisal Policy and Procedures of the Board shall be consistent with the following principles:
 - (i) Evaluators shall indicate to the teachers when the evaluation process is to begin and the date of the last classroom visit in the evaluation process.
 - (ii) In a timely fashion following the evaluation period the teacher concerned shall be offered a copy of the evaluation report signed by the evaluator. The teacher shall sign the evaluation report to attest to the fact that he/she has read the report.
 - (iii) The evaluation process will include, but not be restricted to classroom or teaching area observation while the teacher is teaching. The dates and times of said visits to be clearly marked on the evaluation report.
 - (iv) Teachers should have a right to re-evaluation from personnel outside the school. Such requests should be made in a timely fashion following receipt of the evaluation.
 - (v) Evaluation reports shall be drawn up independently and without collusion.
- (c) Using the following documents as primary resources in the development of the Regional Teaching Appraisal Policy:
 - (i) Article 45 - Evaluation of Teaching Staff from the Teacher's Professional Agreement (01 November 1997);
 - (ii) Article 26 - (Evaluation Procedure): Section 4 (Kings) of the Protocol Agreement between the Board and the Hants West, Annapolis and Kings Local of the NSTU (05 March 1997);
 - (iii) Teaching Appraisal Policy from the former Annapolis District School Board; and,
 - (iv) Teacher Evaluation Policy from the former Hants West District School Board.

- (d) Widespread participation of teachers in the development of the Regional Teaching Appraisal Policy in accordance with the Board's Strategic Plan and Policy on Policy Development.
- (e) Include representation from the NSTU-AVRRC in the development of the Regional Teaching Appraisal Policy.

This Letter of Understanding shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

LETTER OF AGREEMENT #6

AFFIRMATIVE ACTION / EMPLOYMENT EQUITY

1. The parties agree during the term of this Agreement to promote a program of Affirmative Action/Employment Equity in the school system.
2. A program of Affirmative Action/Employment Equity shall mean policies and procedures which ensure that employment barriers and systemic discriminatory practices are identified and strategies are identified and implemented to achieve a fair and reasonable representation of "identified peoples" first nation's peoples, peoples of African descent, racially visible peoples, women and persons with disabilities.
3. The Union and the Board agree that the Management-Teacher Committee will include as part of its mandate to undertake and complete an employee self-identification survey prior to December 31, 1999 for Affirmative Action/Employment Equity action purposes.
4. Vacant and unfilled positions as described in Article 39.1(a) of the Agreement may be specifically designated as Affirmative Action/Employment Equity positions for the purposes of hiring "identified peoples" in which event the Board is not required to follow the procedures set out in Article 39.7.

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at _____, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per: