

COLLECTIVE AGREEMENT

SOUTHWEST REGIONAL SCHOOL BOARD

- and -

NOVA SCOTIA TEACHERS UNION

(March 2, 2000 - March 31, 2002)

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This Agreement is made this 2nd day of March, 2000.

BETWEEN:

THE SOUTHWEST REGIONAL SCHOOL BOARD, a school board, established pursuant to *the Education Act, S.N.S. 1995-96, c. 1.*

(the "Board")

-and-

THE NOVA SCOTIA TEACHERS UNION, a body corporate, established pursuant to the *Teaching Profession Act, S.N.S., 1968, c. 109.*

(the "Union")

The parties agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Unless otherwise stated, 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 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.

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ARTICLE 2 - DEFINITIONS

2.01 In this Agreement:

- (i) "Abilities" means the acquired proficiency to deal effectively with teaching/administrative situations which are likely to arise in classrooms, schools or a Regional Office.
- (ii) "Agreement" means this professional agreement between the Board and the Union.
- (iii) "Experience" means teaching or work activities relevant to the position being considered.
- (iv) "Fiscal Year" means the period from and including the first (1st) day of April in any year up to and including the thirty-first (3^{1st}) day of March in the next calendar year.

- (v) “Qualifications” means the teacher’s certificate, degrees, major and minor areas of study and courses, including study in progress or completed in specialized areas that relate to teaching or the teaching/administrative assignment and may also include, but may not be limited to, the following: inservices, 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.
- (vi) “School” means, for the purposes of Article 8 - Security of Position, Article 10 - Seniority, Retention and Recall, Article 11 - Transfers and Article 12 - Staff Placement, 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.
- (vii) “School Year” means the period from and including the first (1st) day of August in any year up to and including-the thirty-first (31st) day of July in the next calendar year.
- (viii) “Southwest Regional Representative Council or Southwest RRC” means an organizational structure of the Union which represents teachers from -the Digby, Yarmouth, Shelbume, Queens and Lunenburg Locals of the Union.
- (ix) “Superintendent of Schools” means a teacher appointed by the Board to be in charge of the school system.
- (x) “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.
- (xi) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- (xii) “Unfilled Position” is a position for which there is an incumbent teacher.
- (xiii) “Vacant Position” is a position for which there is no incumbent teacher.
- (xiv) “Working Day” is any day except Saturday, Sunday, a statutory holiday, or any other holiday recognized by this Agreement.

ARTICLE 3 - FAIRNESS

3.01 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 4 - RECOGNITION

4.01 The Board recognizes and acknowledges the Nova Scotia Teachers Union to be the sole bargaining agent for and on behalf of the teachers employed by the Board.

ARTICLE 5 - BOARD-TEACHER COMMITTEE

5.01 The Board -Teacher Committee shall be formed and shall be composed of five (5) teachers and five (5) representatives of the Board, three (3) of whom shall be Board members. The Superintendent shall be co-chairperson of the Committee.

5.02 The purpose of this Committee is to foster good communication and effective working relationships between the parties. This 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.

5.03 This Committee shall meet at least twice each year provided that the first meeting takes place by the end of November and the second meeting takes place by the end of March, and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.

5.04 Each party shall advise the other in writing by September 30 of its members of this Committee.

5.05 Each party shall appoint a Co-chair who shall alternate in chairing Committee meetings. The Co-chairs shall call the meetings and be responsible for requesting topics for the agenda from both parties.

5.06 Minutes of the Committee meetings shall be the responsibility of each party, and each party shall keep its own minutes.

ARTICLE 6 - BOARD MINUTES AND INFORMATION

6.01 The Board shall supply the Chair of the Southwest RRC and five (5) Union designates with:

- (i) a copy of the approved minutes;

- (ii) a copy of its budget, after the budget has been approved by the Board;
- (iii) a copy of its audited statements; and,
- (iv). an agenda of Education Committee meetings.

6.02 The Board shall inform the Chair of the Southwest RRC and five (5) Union designates of any termination of contracts within five (5) days of termination.

ARTICLE 7 - BOARD POLICIES

- 7.01 The Board shall provide a policy manual and revisions for each staffroom, one copy to the Chair of the Southwest RRC and up to five (5) other copies as designated by the Union.
- 7.02 The Board. shall request input from the Union when significantly changing or developing policies that directly affect teachers.

ARTICLE 8 - MANAGEMENT-TEACHER COMMITTEE

8.01 The purpose of the Management-Teacher 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.

8.02 The Committee shall be composed of:

- (i) six (6) teachers appointed by the Union; and
- (ii) six (6) representatives of the Board's management, being:
 - (a) Superintendent of Schools;
 - (b) Director of Human Resources;
 - (c) Director of Finance and Operations;
 - (d) Director of Learning Services;
 - (e) Director of Schools, Eastern Zone; and
 - (f) Director of Schools, Western Zone.

- 8.03 (a) The Committee shall meet not less than five (5) times per year (bi-monthly) and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. 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 a 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.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For the purpose of considering and attempting to settle any (dispute or complaint regarding the interpretation, application, or administration of this Agreement, the procedure set out in this Article shall be followed.
- 9.02 The Union shall, no later than September 30 of each school year, appoint, and the Board shall recognize, a committee of the Union, representing all teachers employed by the Board, to deal with grievances. This committee shall be known as the Union Grievance Committee. The Union shall inform the Board in writing of the members of the Committee or any change in the membership.
- 9.03 If a teacher or the Union has a dispute with the Board or its representative regarding interpretation, application, administration, or any alleged violation of this Agreement, the dispute shall constitute a grievance, and the teacher or the Union shall process the grievance according to the procedure in this Article.
- 9.04 Step 1
- (a) The aggrieved teacher, with or without a representative and with or without a member of the Union Grievance Committee, shall submit the grievance to the Coordinator of Labour Relations within ten (10) working days of the effective

knowledge of the facts which give rise to the alleged grievance. The teacher shall provide a statement with a summary of the facts giving rise to the grievance, identify the specific Article(s) of the Agreement alleged to have been violated, and describe the redress sought. The grievor shall provide the Union Grievance Committee with a copy of the grievance.

- (b) The Co-ordinator of Labour Relations shall reply in writing to the grievor and to the Union Grievance Committee within ten (10) working days of receiving the grievance.

Step 2

- (a) If the matter is not resolved at Step 1, the Union Grievance Committee shall submit the grievance in writing to the Director of Human Resources within ten (10) working days of receiving the reply in Step 1.
- (b) Within ten (10) working days of receipt of the grievance, the Director of Human Resources shall meet with the Union Grievance Committee to attempt to settle the grievance.
- (c) The Director of Human Resources shall reply in writing to the Union Grievance Committee within ten (10) working days of the meeting.

Step 3

- (a) If the matter is not resolved at Step 2, the Union Grievance Committee shall submit the grievance in writing to the Superintendent, with a copy to the Director of Human Resources, within ten (10) working days of receiving the reply in Step 2.
- (b) Within ten (10) working days of receipt of the grievance, the Board, represented by the Director of Human Resources and one (1) School Board member, shall meet with the Union Grievance Committee to attempt to settle the grievance.
- (c) The Director of Human Resources shall reply in writing to the Union Grievance Committee within (10) working days of the meeting.

9.05 If the matter is not resolved at Step 3 and the Union decides to proceed with the grievance, the Union shall advise the Superintendent in writing, with a copy to the Director of Human Resources within ten (10) working days of receiving the reply in Step 3 that the grievance shall be referred to arbitration.

9.06 The Arbitrator shall be appointed by mutual agreement between the Union and the Board within ten (10) working days of receipt of the notice of referral pursuant to Article 9,05. If

the parties are unable to concur on the appointment of an Arbitrator, either party may request that the Minister of Labour for the Province of Nova Scotia appoint an Arbitrator.

- 8.07** With mutual agreement, the parties may use a three-person Board of Arbitration.
- 9.08** The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Board, the Union and the teacher(s).
- 9.09 The Arbitrator or Board of Arbitration shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions of this Agreement.
- 9.10 The Union and the Board shall each pay one half of the costs of the Arbitrator. If there is a Board of Arbitration, each party shall pay the cost of its nominee and one half of the costs of the Chair.
- 9.11 If the grieving party does not comply with the applicable time limits, the grievance shall be deemed to be abandoned. However, any of the time limits in this Article may be extended by mutual agreement in writing between the parties.
- 9.12 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 9.13 Where the Union initiates a grievance, the Union shall be represented by the Union Grievance Committee and the grievance shall begin at Step 2, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance.
- 9.14 Where the Board initiates a grievance, the Director of Human Resources shall submit the grievance in writing to the Union Grievance Committee, with a copy to the relevant NSTU Staff Officer, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. A meeting shall be arranged and held between the Board and the Union Grievance Committee within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the grievance may be submitted to Arbitration pursuant to Article 9.06.

ARTICLE 10 - METHOD OF PAYMENT

- 10.0 1 The Board shall pay teachers in accordance with the salary provisions, including supervisory and administrative allowances, as set out in the Teachers' Provincial Agreement. Commencing August 1, 2000, the payment shall be by direct deposit to one account at the financial institution designated by the teacher.

- 10.02 The Board shall pay to each teacher on the second (2nd) Thursday in August and on every second (2nd) Thursday after that date during the academic school year (August 1 - July 31) an amount equal to one twenty-sixth (1/26th) of the teachers total salary less authorized deductions, including those related to non-claimable days as identified by the teacher and school administration. Teachers shall receive an itemized statement of deductions on their payment stub on or before each pay day.
- 10.03 Notwithstanding Article 10.02, in any year where there would be a three (3) week gap between pay periods in late July and August, the annual salary shall be divided by 27 instead of 26.
- 10.04 The final pay of a school year shall be the amount of salary equal to the difference between the applicable annual salary and the amount received in the regular pay periods, less required deductions.
- 10.05 Subject to the provisions of the Teachers' Provincial Agreement, any adjustments in salary due to a change in certification shall be paid twenty-one (21) days from the date the Board receives a copy of the notice of change in certification from the Department of Education or the teacher.
- 10.06 (a) Overpayment of salary made in error to a teacher may be recovered by withholding the amount of such overpayment in equal deductions from the pay due to the teacher within a six (6) month period, or such lesser period as the teacher may be under contract with the Board. In exceptional circumstances, the Board and the teacher may make alternate arrangements.
- (b) 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 December 1 following the school year in which the overpayment occurred.
- 10.07 Substitute teachers shall receive their first pay no later than the second (2nd) regular pay day after they commence service with the Board and every two (2) weeks after that date.
- 10.08 Teachers new to the system shall receive their salary payments for the month of August on the first teaching day in September.
- 10.09 In the event the teacher's pay day falls on a non-teaching day or a non-banking day, the salary procedures will apply to the immediately preceding banking day.
- 10.10 Before the end of September in each year, the Board shall notify each teacher of the number of pay days in that school year, and the date of each pay.

- 10.11 In the event of the death of a teacher, any underpayment shall be paid by direct deposit to the teacher's account.
- 10.12 Notwithstanding Article 10.06, in the event of the death of a teacher, overpayment shall not be recovered by the Board.
- 10.13 If a grievance has been filed by a permanent contract teacher in respect of an overpayment, the period of recovery under Article 10.06 shall not commence until the grievance has been duly processed and then only if the grievance is decided in favour of the Board.

ARTICLE 11 - DEDUCTIONS

- 11.01 In addition to the deductions required by law and this Agreement and upon receipt of authority from any teacher, the Board shall deduct from the salary of the teacher the following items:
- (i) NSTU Group Insurance Premiums;
 - (ii) Nova Scotia Teachers' Credit Union payments;
 - (iii) Canada Savings Bonds premiums;
 - (iv) NSTU dues;
 - (v) Deferred Salary Leave payments;
 - (vi) Lunenburg Teachers Scholastic Fund; or,
 - (vii) such other deductions as may from time to time be agreed upon by the Board and the Union.
- 11.02 The Board shall specify current deductions and year-to-date deductions on each statement, commencing August 1, 2000.
- 11.03 The Board shall itemize on each teacher's Income Tax T4 Form the amount of money deducted as Union Dues.
- 11.04 The Board shall deduct the annual Union dues from each teacher in its employ, in equal monthly instalments commencing in the month of August, in such number of instalments as determined by the Union.
- 11.05 The Board shall remit the deductions to the appropriate authority within twenty (20) working 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) working days after the second pay period the month for which deductions are made.
- 11.06 Deductions for non-claimable days shall be made in the month following receipt of such information by the Board unless mutually agreed.

- 11.07 Teachers employed by the Board shall be entitled to exercise the rights of resignation from the Union in accordance with the *Teaching Profession Act*.
- 11.08 Notwithstanding Article 11.07, teachers who resign from the Union shall pay to the Union an amount of money equal to fees prescribed for active Union members. Such monies shall be paid and collected in the same manner as dues are collected for active members of the Union.

ARTICLE 12 - SICK LEAVE

- 12.01 Every full time teacher shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Teachers who teach on a less than full time basis shall receive a pro-rated amount of Sick Leave.
- 12.02 Every teacher shall accumulate Sick Leave to a total of one hundred and ninety-five (195) days in addition to the days granted pursuant to Article 12.01. For greater certainty, the maximum number of sick days claimed shall be two hundred and thirty-five (235) days.
- 12.03 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave granted pursuant to Article 12.01, has been expended.
- 12.04 Accumulated days used shall be deducted from the accumulated total.
- 12.05 On or before October 15, the Board shall inform each teacher in writing of the number of days Sick Leave to his/her credit as of the preceding July 31. The number of days to the credit of each teacher shall be available at the designated office of the Board, at the request of the teacher.
- 12.06 Where a teacher is employed by the Board, the Board shall credit the teacher with any accumulated Sick Leave as credited with the immediate preceding employing school board in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days.
- 12.07 Any teacher on a continuing contract and who has been employed by the Board for at least one (1) year and in a given school year has exhausted all his/her current annual and accumulated Sick-Leave and is ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.
- 12.08 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.

- 12.09 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 12.01 shall not accumulate and cannot be claimed during the Leave.
- 12.10 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.
- 12.11 The total amount of Sick Leave to the credit of a teacher who resigns or is terminated from the employ of the Board shall be reinstated if the teacher returns to the employ of the Board within five (5) years.
- 12.12 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.
- 12.13 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The parties agree to use the "Request for Medical Information" form contained in Appendix A to this Agreement and such information shall be kept confidential.

ARTICLE 13 - INSURANCE

- 13.01 The Board shall pay fifty (50%) percent of the monthly premium of the NSTU Salary Continuation policy for each teacher for whom the Board was paying fifty (50%) percent of the premiums as of July 31, 1999. For greater certainty, these teachers were covered under the former Yarmouth District School Board, the Digby District School Board and the Queens District School Board Local Agreements.
- 13.02 The Board shall pay twenty-five (25%) percent of the monthly premium of the NSTU Salary Continuation policy for each teacher in the former Lunenburg County District School Board for whom the Board was paying twenty-five (25%) percent of the premiums as of July 31, 1999.
- 13.03 The Board shall, commencing August 1, 1999, pay twenty-five (25%) percent of the monthly premium of the NSTU Salary Continuation policy for all other teachers employed by the Board.
- 13.04 The teacher shall be responsible for obtaining the policy.
- 13.05 All clerical work shall be the responsibility of the NSTU Group Insurance Administration.

ARTICLE 14 - SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless the teacher has been employed by the Board for an aggregate period of at least fifteen (15) years.
- 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) has attained the age of at least sixty (60) 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 teaching; or
 - (iii) elects a deferred pension under the Nova Scotia *Teachers Pension Act*; or
 - (iv) dies in the service of the Board.
- 14.03 (a) For all service up to July 31, 2000, entitlement shall be in accordance with the provisions of the Local Agreement under which the teacher was employed (specifically the Local Agreement between the Union and the Lunenburg County District School Board, the Queens District School Board, the Shelburne County District School Board, the Yarmouth District School Board, the Clare-Argyle District School Board and the Digby District School Board (relevant provisions are attached to Appendix C)).
- (b) For all service commencing on or after August 1, 2000 the Service Award/Death Benefit shall be calculated at the rate of 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, including supervisory allowances, on the last day of employment with the Board.
- 14.04 (a) Notwithstanding Article 14.03, for teachers under the Local Agreement of the Lunenburg County District School Board, the Queens District School Board, the Shelburne County District School Board and the Clare-Argyle District School Board, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty-five (35).
- (b) Notwithstanding Article 14.03, for teachers under the Local Agreement of the Yarmouth District School Board, the Digby District School Board and all teachers hired after August 1, 1996, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty (30).

- 14.05 The Service Award/Death Benefit shall be paid in one (1) lump sum or in a fixed number of equal monthly payments to a maximum of twelve (12), the number of payments to be made by mutual agreement between the teacher and the Board.
- 14.06 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Board, the Award shall be paid to the estate of the teacher concerned.
- 14.07 Notwithstanding Article 14.06, 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 Article 14.02 (iv).
- 14.08 Notwithstanding Articles 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.
- 14.09 The following conditions must be met before funds shall be released pursuant to Article 14.08:
- (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 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.

ARTICLE 15 - TRAVEL ALLOWANCE

- 15.01 Teachers who are requested by the Superintendent or designate to attend a meeting at a location other than the teacher's base school shall be paid a Travel Allowance.
- 15.02 Principals and other administrators who are requested by the Superintendent or designate to attend a meeting at a location other than the principal's or administrator's base school shall be paid a Travel Allowance.

15.03 The travel allowance shall be paid at the Board rate, upon submission of ametrage statement

ARTICLE 16 - EMPLOYMENT INSURANCE REBATES

16.01 The part of the Employment Insurance premium reduction to which the teachers are entitled shall automatically be forwarded to the Nova Scotia Teachers Union on or before March 31 st following the calendar year for which the reductions are payable.

ARTICLE 17 - TEACHEIKS FUND

17.01 The Board agrees to pay to a Teachers' Fund for the schools involved, the monies normally paid for noon hour supervision provided the teachers actually perform the duties of noon hour supervision.

17.02 The payment cheques to each staff shall be forwarded monthly of each school year.

17.03 When requested, staffs shall provide the Board with an accounting of the monies allocated under this Article.

17.04 Supervisory money from the Teachers' Fund shall not be paid to individual teachers for their personal gain.

17.05 It is understood that, as per Article 13 - Supervision of Pupils of the Teachers' Provincial Agreement, no individual teacher is under any obligation to do noon hour duty.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Board shall grant a one (1) year Leave of Absence to any permanent contract teacher who applies for such a leave.

18.02 The Board may grant an additional year's Leave of Absence to any permanent contract teacher on Leave of Absence.

18.03 A Leave of Absence of less than one (1) year shall be granted at the discretion of the Board. Applications for a Leave of Absence of less than one (1) year shall be made in writing to the Director of Human Resources at least two (2) months prior to the anticipated date of commencement. In exceptional circumstances the Board may grant a Leave with less than two (2) months notice.

18.04 Applications for Leave of Absence shall be submitted in writing to the Director of Human Resources on or before March 1 of the school year prior to the one in which the leave is desired, with reply by April 5.

- 18.05 Applications for Leave of Absence for the purpose of serving as an official of a teachers' professional organization shall be submitted on or before June 1 of the school year prior to the one in which leave is desired.
- 18.06 The teacher agrees to notify the Board on or before April 15 of his/her intent of returning to the system under the jurisdiction of the Board.
- 18.07 All benefits of a teacher, except Service Award/Death Benefit, shall be suspended while a teacher is on Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board.
- 18.08 Upon return from a Leave of Absence, a teacher shall be reinstated:
- (i) to the same or similar position in the same school but not necessarily the exact same teaching assignment, held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the teacher shall be treated in the same manner as he/she would have been treated but for the Leave of Absence; or
 - (ii) to a position mutually agreed upon by the teacher and the Board.

ARTICLE 19 - SPECIAL LEAVE

- 19.01 (a) A teacher shall be entitled to Special Leave for a maximum of five (5) days with pay necessitated by each death occurring in the teacher's immediate family. Immediate family shall include spouse, parent, child, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandparent, grandchild and former guardian.
- (b) A teacher shall be entitled to Special Leave to a maximum of three (3) days with pay necessitated by each death occurring in the teacher's non-immediate family. Non-immediate family shall include current sister-in-law, current brother-in-law, aunt, uncle, niece, nephew and wards.
- (c) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
- (d) Where the interment or memorial service for immediate family pursuant to Article 19.01(a) 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.

- 19.02 Teachers shall be entitled to Special Leave with pay to a maximum of five (5) days in one school year for serious illness in the teacher's immediate family pursuant to Article 19.01(a).
- 19.03 With the approval of the Director of Human Resources, a teacher shall be entitled to Special Leave with pay for a maximum of five (5) days in one school year for urgent and imperative reasons.
- 19.04 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 and the Regional Education Officer, be permitted to attend the funeral service and the day shall be a claimable day.
- 19.05 Teachers within five (5) years of retirement shall, upon request, be given two (2) days leave with pay to attend the Retirement Seminar sponsored by the Nova Scotia Teachers Union.
- 19.06 No teacher shall suffer a loss of salary when absent because a public carrier on which the teacher is due to travel changes its transportation schedule due to unforeseen circumstances. In such a case, it shall be incumbent upon the teacher to produce documentation to substantiate the claim.
- 19.07 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:
- (i) the granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld;
 - (ii) all days granted shall be full;
 - (iii) 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);
 - (iv) up to five (5) days for municipal elections (all of these days shall be consecutive).
- 19.08 For the purpose of Bereavement Leave in 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 32.03 of the Teachers' Provincial Agreement.

ARTICLE 20 - CONTRACTING OUT

- 20.01 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.

20.02 This Article shall not be interpreted so as to prevent the Board from:

- (i) employing program support assistants when such employment is for non-teaching functions;
- (ii) sending students for their education to a school under the jurisdiction of a different school board;
- (iii) employing library technicians;
- (iv) having students engage in co-operative education/work experience programs; and
- (v) subject to the Teachers' Provincial Agreement, operating adult day schools/learning centres and/or adult education programs.

ARTICLE 21- UNION RELEASE TIME

21 .01 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. These days are to be banked and used at the discretion of the Southwest RRC. The chairperson of the Southwest RRC shall advise the Director of Human Resources in advance when days are required by a teacher.. :

2 1.02 In.addition to the days provided for in Article 21.01, the Board may allow the Southwest RRC 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).

21.03 Days as provided in Articles 21 .01 and 21.02 are 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.

ARTICLE 22 7 NEGOTIATING MEETINGS

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

22.02 The Board shall provide substitute teachers in accordance with Article 47 -.Substitute Teachers for up to forty (40) days. For any days in excess of forty (40), the Union shall reimburse the Board for the cost of any substitute(s).

ARTICLE 23 - RIGHT TO UNION REPRESENTATION

- 23.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 23.02 Notwithstanding Article 23 .01, any meeting called by an Administrator and which becomes disciplinary in nature shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 23.03 When a meeting which is disciplinary in nature is scheduled, the Administrator shall notify the teacher in advance so that the teacher may contact the teacher's Union representative to attend the meeting. Contacting the Union representative shall not delay the meeting for more than forty-eight (48) hours.
- 23.04 For purposes of this Article, "disciplinary purposes" means any meeting which may result in a verbal or written reprimand, suspension or dismissal of a teacher.

ARTICLE 24 - ADVANCE REPORTING CREDIT

- 24.01 Teachers, including administrators, who are requested by the Superintendent or designate and who agree to work during any part of the school year other than the number of days as prescribed *in the Education Act* shall be granted time off on a day-to-day basis to a maximum of five (5) days per year to compensate for such time worked.
- 24.02 Such days shall be taken at a time mutually agreeable to the teacher and the teacher's immediate supervisor.

ARTICLE 25 - SUMMER SCHOOL

- 25.01 Teachers employed to teach Summer School must be teachers as defined *in the Education Act*, and shall in the first instance be appointed from among the teachers employed by the B o a r d .
- 25.02 Salary shall be at the rate determined by the Board.

ARTICLE 26 - ITINERANT TEACHERS

- 26.01 Teachers who teach in more than one (1) school shall be paid a Travel Allowance..

- 26.02 Each itinerant teacher shall be assigned a base location. Itinerant teachers shall not be paid mileage for travel from their home to the base location and return but shall be paid mileage for all other travel in the course of their employment.
- 26.03 Travel allowance cheques shall be issued monthly, and teachers must submit monthly metrage statements.
- 26.04 Itinerant teachers shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.
- 26.05 Except under extenuating circumstances, no itinerant teacher shall be responsible for work at more than three (3) schools in any one (1) school day.

ARTICLE 27 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 27.01 Where an allegation of inappropriate behaviour towards students is made against a teacher and the Board concludes that the allegation is unsubstantiated; the Director of Human Resources shall assist in the teacher's re-entry into the workplace, which may include alternative placement within the system.
- 27.02 During the period of investigation, consideration shall be given to options available including the possibility of alternate assignment which may include a leave with full pay and benefits.

ARTICLE 28 - LIABILITY INSURANCE

- 28.01 The Board shall obtain a Personal Liability Policy.
- 28.02 The Policy shall provide protection for each teacher against Personal Liability.
- 28.03 The Policy shall provide protection for each teacher in the amount of three million dollars (**\$3,000,000.00**).
- 28.04 The cost of the Policy shall be paid by the Board.
- 28.05 The Policy shall be a first payer in relation to any policy carried by, or on behalf of, the teacher except where there is involvement of a teacher's private automobile.

ARTICLE 29 - PUPIL TRANSPORTATION & PUPIL TRANSPORTATION REIMBURSEMENT

29.01 Each teacher who voluntarily transports students in his/her own vehicle, while acting as an agent of the Board, shall obtain insurance coverage for Public Liability and Property Damage in an amount of not less than one million dollars (\$1,000,000) inclusive limits.

29.02 (a) The Board recognizes the need to carry Standard Excess Automobile coverage in the amount of nine million dollars (\$9,000,000). However, the purchase of such coverage shall be at the sole discretion of the Board. The coverage, if carried, shall be the second payer in respect to the Public Liability and Property Damage carried by the teacher.

(b) The Board shall inform teachers in writing if such insurance has not been obtained and, as there is no insurance, that transportation of pupils by teachers is not authorized.

29.03 In instances where a teacher is required to maintain a current class of driver's license, or to obtain a driver's license of a different class from that which he/she currently holds, then the Board shall:

(i) pay the costs of medical and eye examinations that are required, for that particular ; ,

(ii) provide release time for the teacher's driving test whenever a test is necessary and must be scheduled during the school day.

ARTICLE 30 - LEGAL ASSISTANCE AND PROTECTION

30.01 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted. or sued by any party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend him/her, provided that the teacher shall co-operate 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.

30.02 The provisions of this Article shall apply to all teachers including substitute teachers, while in the employ of the Board.

ARTICLE 31- THEFT OR DAMAGE OF TEACHER'S PROPERTY

3 1 .01 Compensation will be paid to teachers whose personal property is stolen or damaged while on school premises in the following circumstances:

- (i) The personal property was used for educational purposes;
- (ii) The teacher notified the Principal when the personal property first arrived at the school and the Principal registered the property in writing on the approved form, on an annual basis;
- (iii) The teacher carries a homeowner insurance policy on the teacher's personal property and the property being claimed is not covered by the policy;
- (iv) The theft or damage is not the result of negligence by the teacher claiming the compensation;
- (v) Compensation claims shall be limited to:
 - (a) The depreciated value of the personal property and will not include payment for any of the teacher's labour in preparing the property for educational purposes;
 - (b) A maximum, payment by the Board of any claim of five hundred dollars (\$500.00);
 - (c) Claims of less than twenty-five dollars (\$25.00) will not be considered.

3 1.02 The Board shall pay the lesser of the deductible portion of the teacher's insurance policy or the appraised value to a maximum of five hundred dollars (**\$500.00**) when the teacher's property is stolen or damaged, provided that the Principal has approved its use and registered the item(s) on the approved form, on an annual basis. The claim must be made within three (3) days of the effective knowledge of the theft or damage.

ARTICLE 32 - SECURITY OF POSITION

- 32.01 (a) For purposes of this Article, "school" means a building site to which the teacher is assigned.
- (b) Where staff reduction must occur within a school, the Board shall, after assigning teaching staff, first consider volunteers for staff reduction. Where there are no suitable volunteers, the position shall be phased-out and the teacher to be declared

surplus shall be the least senior within the school, provided the retained more senior teacher has, in the opinion of the Board, the qualifications, abilities and experience for the work to be assigned.

- 32.02 A teacher must hold a permanent contract and be certified for the position.
- 32.03 If the teacher in the phased-out position feels he/she requires upgrading, the Board shall grant the teacher an unpaid Leave of Absence to obtain such retraining.
- 32.04 Such leave pursuant to Article 32.03 shall not exceed two (2) years unless for extraordinary circumstances more than two (2) years is required. Extensions beyond two (2) years may be made by mutual agreement.
- 32.05 All benefits of a teacher on Leave of Absence pursuant to Article 32.03, shall be suspended during the Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board.
- 32.06 Notwithstanding Article 32.01, if there is no position vacant, staff reduction shall be carried out according to Article 34 - Seniority, Retention and Recall.

ARTICLE 33 - TEACHING STAFF ALLOCATION PLAN

- 33.01 (a) The Board shall make its reasonable best efforts by May 1st of each year to formulate a staffing proposal for the following school year. Such proposal shall 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. The staffing proposal shall identify all vacant or unfilled positions which are then known or reasonably foreseen.
 - (b) The Board will consult with the Southwest RRC prior to implementing a staffing proposal.
- 33.02 When formulating the staffing proposal, all teachers shall be considered regional employees and all decisions regarding staffing shall be regional decisions.
- 33.03 The application of the teaching staff allocation proposal shall indicate the full time equivalent staff complement at each school.
- 33.04 On or before May 7th of each year, the Board shall make best efforts to prepare the list of those permanent and/or probationary contract teachers who are expected to be laid-off or declared surplus. The Board shall make best efforts to notify such teacher(s) as soon as reasonably possible.

ARTICLE 34 - SENIORITY, RETENTION AND RECALL

- 34.01 Seniority shall denote the last period of consecutive service with the Board. Consecutive service with a predecessor district school board immediately preceding the formation of the Southwest Regional School Board shall be deemed service with the Board.
- 34.02 The period of consecutive service shall be calculated based on the years of service:
- (i) A minimum one hundred and seventy-five (175) days taught and claimed shall be a year of service;
 - (ii) A teacher who teaches or claims less than one hundred and seventy-five (175) days shall have seniority calculated as a fraction with the denominator as one hundred and ninety-five (195).
- 34.03 Seniority lists shall be established for permanent and probationary teachers based on their status up to and including September 30 of the current school year.
- 34.04 The seniority lists shall be prepared by the Board, and posted at each school staff room and the School Board offices no later than November 1 of each academic school year.
- 34.05 Any challenge to the seniority lists shall be brought to the attention of the Co-ordinator of Labour Relations in writing within twenty-one (21) days of the posting of the list. The Union must provide evidence to support its challenge.
- 34.06 The signed seniority lists shall be posted in staff rooms and the Board offices no later than January 15.
- 34.07 Where a challenge has not been resolved, the teacher may initiate a grievance pursuant to Article 9 - Grievance Procedure, set out in this Agreement.
- 34.08 (a) Notwithstanding Article 34.02, seniority shall continue to accumulate:
- (i) During a teacher's absence as described in Regulations under *the Education Act*;
 - (ii) During a teacher's Leave of Absence as described in either the Teacher's Provincial Agreement or the Professional Agreement between the Board and the NSTU; or,
 - (iii) During a teacher's absence due to sickness or accident where the leave is with or without salary.

&0 A teacher who is deemed to be permanent shall accumulate a full year of seniority for each year so deemed.

34.09 Seniority shall be computed in the following manner:

- (i) Years of consecutive service with the Board and predecessor Boards, including all deemed service in accordance with Article 19.01 of the Teachers' Provincial Agreement;
- (ii) For purposes of comparing seniority between or amongst teachers, should the years pursuant to (i) be equal, then total years of service with the Board shall be used;
- (iii) Should the years pursuant to (ii) be equal, then the date of hiring and order of hiring as it appears on the approved minutes of the predecessor District Board, or in the approved minutes of the immediately preceding local Boards replaced by the District Boards, shall be the criteria used to break a tie. The availability of such minutes shall be as reasonably determined by the Board;
- (iv) Where the criteria used in (iii) is not readily available or does not break a tie, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie;
- (v) Where the criteria used in (iv) does not break a tie, then in accordance with the teacher's Department of Education Certificate Number, with the lower teacher's Certificate Number being placed ahead of the other teacher having the same recognized teaching experience with the Department of Education;
- (vi) Notwithstanding the foregoing, for the sole purpose of breaking a tie between two (2) or more teachers formerly employed with the Digby District School Board, and where no other teachers in other Locals are involved in a tie, the tie will be broken according to the teacher's position on the recognized Seniority List for the Digby District School Board dated October 10th, 1995 for the 1995/96 school year,
- (vii) Teachers newly hired by the Board, who do not have seniority carried forward as a result of continuous service from a District Board to the Regional Board, shall, in the event of a tie, have the tie broken using the Certificate Number described in Article 34.09(v) herein.

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

34.11 Seniority shall be lost for any of the following reasons:

- (i) Resignation of the teacher, or,
- (ii) A dismissal which remains uncontested or is confined by a Board of Appeal.

34.12 Notwithstanding 34.02:

- (i) A terminated teacher shall not continue to accumulate seniority but shall have seniority re-instated, provided the teacher returns to the employ of the Board as a teacher within a three (3) year period;
- (ii) A teacher whose contract has been terminated shall have any subsequent term contract service credited on return to the Board as a teacher.

34.13 A term teacher shall have service as a term teacher credited for seniority purposes when the teacher is given a permanent contract. Service must be consecutive to be so recognized.

34.14 Where term contract service is not yet credited for seniority purposes, and where the teacher is a probationary contract teacher, the consecutive term service shall be deemed to be service for purposes of seniority and shall be credited for the purpose of termination and recall.

34.15 In any instance where a teacher's name is added to a seniority list, any consecutive substitute service of one hundred and seventy-five (175) days or more, which immediately precedes a term, probationary or permanent contract, shall be counted for seniority purposes. Such service must be unbroken.

RETENTION .

34.16 Where it is absolutely necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition. Staff reduction shall not be invoked to release teachers liable to dismissal' for cause.

34.17 (a) In the event that staff reduction beyond natural attrition is necessary teachers shall be retained by the Board as follows:

- (i) Firstly, Permanent Contract Teachers in accordance with the Seniority List established pursuant to Article 34.03;
- (ii) Secondly, Probationary Teachers in accordance with the Seniority List established pursuant to Article 34.03;

- (b) Teachers directly affected by staff reduction policy shall be informed by the Director of Human Resources as soon as possible after a firm decision is made.
- (c) The Board shall provide, for the teacher concerned, a suitable letter outlining the reason for his/her leaving the employ of the Board.

RECALL

- 34.18 The Board shall maintain Re-employment Lists of permanent and probationary teachers who were formerly employed by the Board. Said names shall remain on the list(s) for a period of five (5) years, unless the teacher earlier requests, in writing, that the teacher's name be removed from the list.
- 34.19 Positioning of a teacher on a list pursuant to Article 34.01 shall be based on the seniority of the teacher at the time of interruption of employment.,
- 34.20 The Re-employment Lists shall be used to recall teachers in the following order:
- (i) Firstly, permanent contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Board the qualifications, abilities and experience to perform the requirements of the position;
 - (ii) Secondly, probationary contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Board the qualifications, abilities and experience to perform the requirements of the position.
- 34.21 Teachers on the Re-employment List, pursuant to Article 36 - Staff Placement, shall be given opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Board. Such positions shall not be declared open or vacant until the voluntary transfer process has been completed.
- 34.22 The Board shall cause that preference be given to teachers on the Re-employment List for positions. as a substitute teacher.
- 34.23 It shall be the duty of the teacher to advise the Director of Human Resources in writing by January 31 of each school year or his/her continued availability and all changes in address and telephone listing.

TERM TEACHERS - RETENTION AND RECALL

- 34.24 (a) Before the Board hires teachers or term teachers new, to the Board, the Board shall give first consideration and preference to term contract teachers pursuant to Article 34.24(b). Where the position is advertised after August 1, term contract teachers

pursuant to Article 34.24(b), and whose contract expired on the July 31 preceding the August 1, shall continue to have this benefit apply until December 31 following the July 31 when the term contract expired;

- (b) Consideration and preference for term contract teachers shall be given to the following term teachers in the following order:
 - (i) Full time term contract teachers with two (2) or more consecutive years of service;
 - (ii) Term contract teachers whose aggregate of term contract service, in consecutive school years, with the Southwest Regional School Board is at least three hundred and ninety (390) days;
 - (iii) Term contract teachers during the 1999-2000 school year whose aggregate of term contract service, in consecutive school years with the Southwest Regional School Board, is more than one hundred and ninety-five (195) days but less than three hundred and ninety (390) days. The names of these teachers is contained in Appendix B Term Teacher List attached to this Agreement;
 - (iv) Full time term contract teachers.
- (c) Positions will be considered in the following order:
 - (i) Full time permanent or probationary contract positions;
 - (ii) Position formerly occupied by the term contract teacher;
 - (iii) Full time term contract positions;
 - (iv) Part time full year term contract positions, with the exception of continuing part-time positions whose previous occupant opts to remain in that position as a part-time term teacher,
 - (v) Other term contract positions; or,
 - (vi) Substitute positions.

34.25 Term contract teachers are responsible to apply, as per posted instructions, for any position that becomes available,

ARTICLE 35 - TRANSFER

- 35.01 (a) Except as provided elsewhere herein, the Board shall not transfer teachers from one school to another without the consent of the teacher.
- (b) "School", for purposes of this Article, is a building site to which the teacher is assigned.
- (c) For purposes of this Article, a vacancy is a position for which there is no incumbent.

35.02 Teacher-Initiated Transfers

- (a) The Board and the Union endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
- (b) Following the placement of teachers who in the previous school year have been moved pursuant to Article 35.03(a) and have been offered a vacant or unfilled position at his/her original school, the Director of Human Resources will cause to be posted in each school and provide to the Southwest RRC a list of all positions which remain vacant and are therefore available for transfer of permanent contract teachers.
- (c) Permanent contract teachers may apply for such posted vacant positions. The successful applicant shall be selected in accordance with Article 36.06(iii).
- (d) A teacher who is successful in attaining a transfer to a different vacant 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.
- (e) Except where waived by the Board because of a legitimate change in personal circumstances, 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 for the school year under consideration.
- (f) There shall be no fewer than two (2) nor more than three (3) rounds of transfer before June 15th in each school year.

35.03 Board-Initiated Transfers

- (a) Board-initiated transfers may be made:
- (i) For exceptional personnel issues related to staff, students or the community;

- (ii) For *bona fide* operational reasons related to enrollment or protection of programs; or,
- (i i i) As a result of school realignment or construction.
- (b) (i) Both parties recognize that Board-initiated transfers can be disruptive for teachers. Accordingly, before invoking such transfers, the Board agrees to examine all other reasonable alternatives, including volunteers for staff reduction or transfer;
- (ii) Where there are no suitable volunteers, the teacher to be declared surplus shall be the least senior within the school, subject to program protection;
- (iii) In all such instances, the Board must first discuss such proposed transfer with the affected teacher(s). If the teacher 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 Southwest RRC;
- (iv) The Board shall bear the burden of demonstrating that all prerequisites to a Board-initiated transfer have been met and that any retained less senior teacher is essential to a program or supervisory position;
- (v) Board-initiated transfers shall not be made arbitrarily, unreasonably or unfairly and the Union shall be informed of all such transfers.
- (c) For a period of one (1) year from date of a Board-initiated transfer, displaced teachers shall be afforded the opportunity of first refusal for any teaching position-which becomes open in the school from which the transfer was made, in accordance with Article 36.06(ii).
- (d) If the Board is of the opinion that a teacher who is to be declared surplus is essential to maintain a program or administrative position, the Board may deem that teacher as being essential, in which case the Board shall transfer the next least senior teacher who is not essential. When the Board exercises such option, the Union may request an explanation for the teachers affected. Before such designation is finalized, the Board shall fairly consider any alternate proposal made by the Union.
- (e) Any teacher transferred as a consequence of a Board-initiated transfer shall, during the first year of transfer, be compensated by the Board for extra travel necessitated by the transfer, provided the distance to the new school exceeds the distance to the previous school from the teacher's place of residence by at least 40 kilometres. Kilometrage shall be paid monthly for return travel between the teacher's place of

residence and the teacher's new school no later than the 15th day of the month following the travel.

- (f) A displaced teacher is a surplus teacher who, following an opportunity to voluntarily transfer, has not obtained another teaching position of his/her choice for the ensuing school year and who is being placed in a teaching position through a Board-initiated transfer. Such displaced teacher shall be required to transfer to a position assigned by the Board. Subject to the displaced teacher having, in the opinion of the Board, the necessary qualifications, abilities and experience for the position, the Board shall make reasonable best efforts to place such teacher in an available teaching position that is geographically located within a reasonable distance from the teacher's normal place of residence or work.

35.04 School Closures and Re-alignments

- (a) In the event of school closure, provided that a position is available and the affected teacher, in the opinion of the Board, possesses the qualifications, abilities and experience required of the position, such teacher shall be offered a transfer to the new site(s) for students, on the basis of seniority. Notwithstanding the foregoing, primary consideration shall be given to program/grade needs in the school to which the students are moving, including program protection.
- (b) In the event of a realignment between schools (i.e. the movement of students and/or programs from one school to another school), teachers in the school sending the students and/or programs to another school shall be consulted by the Principal of the sending school with a view to achieving consensus on their placement for the ensuing school year. In the event that such consultation does not resolve staffing requirements at the school(s) directly affected by the re-alignment, teachers will be transferred on the basis of the program/grade needs of the school to which the students/programs are being moved. The seniority of teachers potentially affected by transfers due to re-alignment will be considered, but the primary consideration shall be the Board's program/grade needs. This sub-clause does not apply to the movement of students/programs within schools (including multi-building schools).

35.05 When a teacher-initiated transfer under Article 35.02 is denied, the Management-Teacher Committee shall meet to attempt to reach a mutual agreement between the parties. An agreement reached between the parties is not grievable.

35.06 Permanent contract teachers are eligible to apply for posted vacant positions which become available until the end of each current academic school year (July 31). The date may be extended by two (2) weeks by mutual agreement of the Board and the Union.

ARTICLE 36 - STAFF PLACEMENT

- 36.01 (a) Except where otherwise stated in this Agreement, for the purposes of hiring and contested vacancies, but excluding administrative/supervisory positions in Article 38, selection of the successful applicant shall be based upon either the evaluative approach or the seniority-dominant approach, as described in Article 36.02 herein.
- (b) The evaluation of qualifications, abilities and experience shall be determined by the Board, provided that when qualifications, abilities and experience are relatively equal, seniority shall be the determining factor.
- 36.02 For purposes of this Article, one of two (2) approaches to selection of applicants shall apply:
- (i) The evaluative approach, whereby selection of the most suitable applicant shall be based upon qualifications, abilities and experience to perform the requirements of the position; and
- (ii) The seniority-dominant approach, whereby selection of the successful applicant shall be based upon seniority, conditional upon the successful applicant possessing the qualifications, abilities and experience necessary to perform the requirements of the position..
- 36.03 In all such staffing decisions, the Board shall be bound by Sections 1,2,4,7,8 and 9 of its Fair Hiring Policy Number 602.1, dated May 25,1999, which is attached to and forms part of this Agreement as Appendix D.
- 36.04 In the event the elected Southwest Regional School Board, or its delegate, shall choose not to accept the recommendation of the Interview Team, such decision shall be open to grievance and reviewable by an arbitrator, whose decision on the matter shall be final and binding upon the parties.
- 36.05 In all such staffing decisions, the evaluation of the Board with respect to qualifications, abilities and experience, under all Articles of this Agreement, shall be objectively determined. Any teacher who feels aggrieved by such evaluation process shall be entitled to request of the Director of Human Resources, or designate, an explanation/interview to discuss the evaluation process.
- 36.06 When positions are to be filled, the Board shall select and place teachers in accordance with the following methods and priorities:
- (i) First, for administrative positions, in accordance with Article 38 and the approach described therein;

- (ii) Second, ky teacher who has in the previous school year been moved pursuant to Article 35.03 shall be offered any vacant or unfilled position at his/her original school, in accordance with the seniority-dominant approach,
- (iii) Third, permanent contract teachers who have made application during the two rounds of voluntary transfer according to the provisions of Article 35.02, in accordance with the evaluative approach;
- (iv) Fourth, all teachers who have been declared surplus by the Board, or who cannot be placed after school closures or realignments, in accordance with the evaluative approach;
- (v) Fifth, all teachers who were subjected to Board initiated transfers pursuant to the provisions of Article 35.03, in accordance with the evaluative approach;
- (vi) Sixth, all teachers on the Board's Re-Employment List, in accordance with the seniority-dominant approach;
- (vii) Seventh, all teachers who have applied for positions posted pursuant to Articles 37.01 and 37.02, and all term contract teachers who have applied for positions pursuant to Articles 34.24 and 34.25, in accordance with the evaluative approach.
- (viii) Eighth, obligations to CSAP employees pursuant to Letter of Understanding Number 3, attached to this Agreement, in accordance with the evaluative approach.
- (ix) Ninth, new teachers to the Board, in accordance with the evaluative approach.

ARTICLE 37 - VACANCIES AND APPOINTMENTS

- 37.01 Notice of all teaching vacancies, including administrative/supervisory positions, as well as newly created positions, shall be posted in each school staff room and at each site where professional staff are assigned.
- 37.02 (a) Should such vacancies occur during the summer, the Board shall post vacancies in The Halifax Chronicle-Herald.
- (b) The Board shall maintain a website with up to date listings of all teaching vacancies, including administrative/supervisory positions.

- (c) Administrative and supervisory vacancies shall be filled according to the provisions of Article 38 - Administrative Positions.
- (d) Applications for such vacancies shall be forwarded in writing to the Human Resources Department, according to the time frame described in the posting or advertisements.
- (e) All applicants who are not short-listed for consideration shall be so notified in a timely manner. All short listed applicants shall be notified of the recommendation of the Interview Team within five (5) working days of such recommendation. The recommended applicant shall be advised of the decision of the Board within five (5) working days of such decision.

ARTICLE 38 - ADMINISTRATIVE POSITIONS

38.01 In filling an administrative position:

- (i) If there are internal candidates who apply, 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 and no more than thirty-five percent (35%);
- (ii) If there are no internal candidates who apply, all candidates shall compete on the following criteria: qualifications, abilities and experience, and the Board shall determine the weight to be given to each of the criteria.

38.02 An administrative position shall be defined as an appointment that would result in the teacher receiving an administrative allowance.

38.03 A selection process, including interviews, shall be followed for all administrative positions which become vacant or are posted on an acting basis. In all such staffing decisions, the Board shall be bound by Sections 1,2,4,7,8 and 9 of its Fair Hiring Policy Number 602.1, dated May 25, 1999, which is attached to and forms part of this Agreement as Appendix D.

38.04 The parties agree that neither this Article 38 nor other provisions of this Agreement apply to the selection process for the position of Superintendent of Schools.

ARTICLE 39 - NOTICE OF ASSIGNMENT

39.01 Each teacher on continuing contract shall be notified, in writing, by his/her Principal, of his/her major subject area and/or grade level for the next school year prior to May 30th.

- 39.02 After consultation with all concerned teachers, every reasonable effort will be made, to appoint teachers to subjects, grades, and/or areas of preference.
- 39.03 Before any Notice of Assignment resulting in a major change in responsibilities is given to a teacher, the teacher shall be consulted regarding the change. In addition, said Notice, when given, shall contain in writing the reasons for change, if requested by the teacher.
- 39.04 The Union recognizes that provincial funding delays and/or subsequent unforeseeable staff resignations may from time to time require the Board to change a teacher's assignment after May 30th.
- 39.05 Teachers shall receive their teaching timetables no later than the first teaching day of the school year unless there are unusual circumstances.

ARTICLE 40 - ACCOMMODATION

- 40.01 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.
- 40.02 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 41- JOB SHARING

- 41.01 The Board recognizes that job sharing arrangements may, in certain circumstances, represent a viable and effective staffing option.
- 41.02 (a) Any full-time permanent contract teacher in the employ of the Board may apply to the Board to be governed for the next school year by an arrangement which involves sharing the performance and the discharge of the responsibilities of a position on a part-time basis with another teacher;
- (b) If an application is made by two (2) permanent contract teachers to job share a single position, then both teachers shall be deemed to be co-applicants.

- 41.03 If the application is approved by the Board, the Board shall advertise as per Article 37 - Vacancies and Appointments, for a teacher to share the job with the applicant, unless there is a co-applicant in the application.
- 41.04 The approval of job sharing applications shall be in the sole discretion of the Board, upon recommendation of the Superintendent. In the event that the Superintendent has specific concerns with respect to a particular application, the applicant(s) shall receive written notification of the Superintendent's concerns before the application and/or the Superintendent's recommendations are brought before the Board. Following discussion of the Superintendent's concerns, the applicants may revise their application.
- 41.05 Written applications must be made to the Superintendent of Schools on or before February 15 of the school year prior to the school year in which the shared teaching is to occur.
- 41.06 The application must be accompanied by:
- (i) the proposed teaching schedule; and,
 - (ii) the recommendation of the school principal.
- 41.07 Each application is for a one (1) year period.
- 41.08 To continue a shared teaching arrangement beyond a one (1) year period, re-application is required by the applicant, pursuant to Article 41.02 (a).
- 41.09 Throughout the term of the job sharing arrangement, the following shall apply:
- (i) Each sharing teacher shall be paid a percentage of his/her applicable annual salary proportionate to the number of days in the full school year during which he/she performs the duties and discharges the responsibilities of the position;
 - (ii) Each sharing teacher shall be present for any Parent Visitation sessions during any term provided he/she has taught any part of that term;
 - (iii) Notwithstanding Article 41.09(i), if school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid;
 - (iv) Each sharing teacher shall attend any in-service held during any term provided he/she has taught any part of that term;
 - (v) Notwithstanding 41.09(i), only the teacher regularly scheduled for duty shall be paid for attendance at in-services;

- (vi) Each sharing teacher shall be paid on a regular basis for and during that portion of the school year that he/she works, subject to the provisions of Article 10 - Method of Payment and Article 11 - Deductions; and,
- (vii) The teaching schedule of each sharing teacher shall be arranged in consultation with the school principal.

41.10 At the end of the school year for which a job sharing arrangement was in effect, the applicant or co-applicants shall return to his/her/their previous position(s), unless a new job sharing has been agreed upon, unless the previous position(s) no longer exist(s), in which case the teacher(s) shall be treated in the same manner as he/she/they would have been treated but for the job sharing arrangement.

ARTICLE 42 -TEACHER EXCHANGE

- 42.01 Permanent contract teachers seeking one (1) year exchanges within the region shall apply in writing to the Director of Human Resources by February 1.
- 42.02** The Board shall undertake to publish by February 15th of each school year a list of teachers desiring exchanges and invite applications from interested teachers. Copies of this list shall be distributed to each school.
- 42.03** To encourage In-Region Teacher Exchanges, the Board shall guarantee teachers entering into an exchange, reinstatement to the position held immediately prior to the exchange or, if that position is phased out, the teacher shall be governed by Article 36 - Staff Placement.
- 42.04** All exchanges shall be subject to the approval of the Board.
- 42.05** With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.
- 42.06** If an agreement is renewed for a third consecutive year, the exchange shall become permanent.
- 42.07** The Board encourages teachers who wish to participate in an exchange program nationally or internationally, if the exchange is in the best interests of the Region.
- 42.08** Time spent on a teacher exchange shall be recognized for seniority purposes in accordance with this Agreement,

ARTICLE 43- PROFESSIONAL DEVELOPMENT FUND

43.01 The Board shall annually provide a Professional Development Fund in the following amounts:

- (i) for the period April 1, 1999 to March 31, 2000 the Southwest Regional School Board budgeted amount;
- (ii) for the period April 1, 2000 to March 31, 2001, \$650,000; and then,
- (iii) for the period April 1, 2001 to March 31, 2002, \$700,000.

43.02 (a) The Professional Development Fund shall be global in its application.

- (b) Any surplus funds from the Professional Development Fund shall be carried forward to the following year.

43.03 (a) The Professional Development Fund shall be administered by a Committee (the "Professional Development Committee") of nine (9) comprised of:

- (i) four (4) representatives of the Board;
 - (ii) four (4) representatives of the teachers appointed by the Southwest Regional Representative Council; and,
 - (iii) A Chair who shall be selected by mutual agreement of the Board and the teacher members. If the parties cannot agree on a Chair, the Regional Education Officer shall be appointed as Chair. The Chair shall not vote, except in case of a tie. If required, expenses of the Chair shall be deducted from the Professional Development Fund.
- (b) By March 15th of each year the Union and the Board shall notify each other of their respective appointees to the Committee.
 - (c) By September 30 of each year, the Board shall provide the Professional Development Committee with an interim report relating to expenditures for educational leaves.
 - (d) By April 30 of each year, the Board shall provide the Professional Development Committee with a financial statement relating to expenditures under all categories of the Professional Development Fund.

43.04 The global Professional Development Fund shall be allocated to the following categories:

- (i) Educational Leaves of one (1) year;

- (ii) Educational Leaves of less than one (1) year;
- (iii) Conference Grants;
- (iv) Professional Development Grants; and,
- (v) In-service Education Fund.

43.05 The Professional Development Committee shall establish school system curriculum related priorities to guide in administering the global Professional Development Fund.

43.06 The Professional Development Committee shall:

- (i) draw up appropriate guidelines and application forms consistent with this Article;
- (ii) prepare a budget for the disposition of the total fund into various categories and make this know to the teaching staff on or before May 30 for that financial year; and,
- (iii) approve the amount of the claims to be paid from the Professional Development Fund.

43.07 When a teacher is absent from teaching duties as a result of any award from the Professional Development Fund, the salary of the absent teacher shall be charged to the Fund if that absent teacher is 'on an Educational Leave of one (1) year. The cost of the substitute teacher, but not the salary of the absent teacher, shall be charged to the Professional Development Fund for any other type of Educational Leave.

A. Educational Leaves of One Year

43.08 Educational Leaves of one (1) year shall be available to teachers for study, research, professional development or curriculum development.

43.09 Three (3) Educational Leave(s) of one (1) year shall be granted in each year of this Agreement provided there are sufficient applicants who meet the eligibility requirements.

43.10 To be eligible for Educational Leave of one (1) year, a teacher shall have a permanent contract with the Board and have at least three (3) years teaching experience with the Board.

43.11 In granting Educational Leave the Professional Development Committee shall consider the priorities established in Article 43.05 and total teaching experience with the Board, as well as factors such as requests for subject or grade level change, and study to enhance a teacher's competence.

43.12 A teacher seeking Educational Leave shall apply in writing to the Professional Development Committee, through the Superintendent of Schools, on or before February 1, of the calendar year in which the Educational Leave is to be begin. A full description of the professional

improvement project must accompany the application and it must indicate the candidate's intention to assume a full program.

- 43.13 Selection of teachers and alternates in order of priority to be granted Educational Leave of one (1) year shall be made by the Professional Development Committee as constituted in Article 43.03.
- 43.14 All applicants shall be notified of the decision of the Committee by March 1 of the calendar year during which the Educational Leave is to be granted.
- 43.15 (a) Educational Leave will be granted for a period of one (1) full school year.
- (b) At least eight (8) months of the year of the Educational Leave shall be spent in professional improvement.
- 43.16 Educational Leave shall be considered continuous service with the Board for the purpose of determining sick leave, salary increments, service award and seniority.
- 43.17 A teacher granted Educational Leave of one (1) year pursuant to Article 43.09 shall be paid during the year of leave, one hundred percent (100%) of the salary which would ordinarily have been paid to the teacher if the teacher had not been on Educational Leave.
- 43.18 Salary payments shall be made in accordance with the Agreement and Income Tax deductions and all other necessary and approved deductions shall be made.
- 43.19 A teacher granted Educational Leave of one (1) year shall, in the school year immediately following the leave, return to the employ of the Board for at least two (2) years.
- 43.20 Upon return from an Educational Leave of one (1) year, a teacher shall be reinstated:
- (i) to the same or similar position in the same school but not necessarily the exact same teaching assignment, held immediately prior to going on Educational Leave of one (1) year unless the position no longer exists, in which case the teacher shall be treated in the same manner as he/she would have been treated but for the educational leave of one (1) year ; or
- (ii) to a position mutually agreed upon by the teacher and the Board.
- 43.21 If a teacher does not return to work for the Board at the end of an Educational Leave of one (1) year, except due to illness, death or termination by the Board, the teacher shall pay to the Board a sum equal to the money paid to the teacher by the Board while on Educational Leave; and in the event of the teacher returning to the employ of the Board, but voluntarily failing to remain in its employ for the required time pursuant to Article 43.19 except due to

illness or termination by the Board, then upon request of the Board, the teacher shall pay to the Board on the teacher's leaving its employ a sum arrived at by prorating the amount of salary received by the teacher while on Educational Leave to the portion of time pursuant to Article 43.19 which the teacher worked for the Board following the teacher's return from Educational Leave.

B. Educational Leaves Of Less Than One Year

43.22 Educational Leaves of less than one (1) year shall be granted by the Board, upon the recommendation of the Professional Development Committee, to any teacher for specific programs of study within a school year, including, but not limited to:

- (i) study, research, professional development or curriculum development related to the work for which the teacher is responsible as an employee of the Board;
- (ii) classroom visitations/observations within the Region; and,
- (iii) short courses given during school hours.

43.23 To be eligible for Educational Leave of less than one (1) year a teacher shall have a permanent or probationary contract with the Board.

43.24 A teacher seeking Educational Leave of less than one (1) year shall apply in writing to the Professional Development Committee, through the Superintendent or designate, at least thirty (30) days before the commencement of the professional improvement project. A full description of the project must accompany the application.

43.25 The Committee shall notify the teacher that the Education Leave of less than one (1) year has been approved or rejected within five (5) working days of the date of the decision of the Professional Development Committee, which decision shall be final and binding.

43.26 The Board shall pay to the teacher granted Educational Leave of less than one (1) year one hundred percent (100%) of the teacher's salary during the period of leave. From this salary the Board shall deduct at source teacher's Pension, Canada Pension, Income Tax and any other approved authorized deductions.

43.27 Educational Leave of less than one (1) year shall be considered continuous service with the Board, and with the exception of eligibility for Professional Development Grants for courses taken during the period of Educational Leave of less than one (1) year, all benefits including but not limited to seniority, service award, salary increments, and cumulative sick leave shall remain in effect during the period of Educational Leave of less than one (1) year.

C. Conference Grants

43.28 The Board agrees to pay from the Fund, the expenses, at the rate authorized by the Committee, of a teacher attending an educational conference, seminar, workshop or clinic on a school day(s) provided the Superintendent or designate 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) working days of the receipt by the Superintendent or designate of the application. Such notification shall be confirmed in writing.

43.29 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.

43.30 Conference expenses shall be paid at the rate established by the Committee. Expenses may include the following:

- (i) registration fees but not Association dues;
- (ii) lodgings to a maximum of \$75.00 per night;
- (iii) meals, gratuities as well as general expenses incurred as part of the conference to a maximum of \$35.00 per day.
- (iv) travel at the current rate paid by the Board and,
- (v) parking fees to a maximum of \$12.00 per day.

All charges excluding metrage must be supported by receipts. The cost of replacement teachers will be charged against the Fund.

43.31 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.

43.32 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.

43.33 The following restrictions shall apply:

- (i) no single grant shall exceed seven hundred and fifty dollars (\$750.00);
- (ii) no teacher shall be reimbursed for an out-of-province conference more than once every three (3) years; and,
- (iii) out-of-province travel expenses shall be limited to metrage at the Board rate, or reasonable airfares, whichever is less.

43.34 The Board agrees that each teacher shall be entitled to attend a minimum of one (1) conference of his/her choice per school year. (This can include October Conference Day)

43.35 All approved grants shall be paid on, or about, March 15th. Expense account forms for conferences shall be submitted no later than February 1st.

43.36 If the funds need to be prorated, the Professional Development Committee established pursuant to Article 43.03 shall make that determination.

D. Professional Development Grants

43.37 Through Professional Development Grants, the Board shall pay reasonable expenses for teachers who take courses for the purpose of upgrading their professional qualifications or improving their classroom effectiveness.

43.38 Effective on date of signing of this Agreement, reasonable expenses for Professional Development Grant applications shall be:

- (i) tuition or registration, with receipts, for the course taken; and,
- (ii) required textbooks, and related materials, with receipts, for the course taken.

43.39 All approved grants must be supported by receipts and a statement proving successful completion of the course. The maximum number of grants available to the teacher in a school year cannot exceed two (2) full or four (4) half (1/2) courses.

43.40 Should the total number of eligible claims exceed the amount of funds allocated by the Committee, the funds shall be prorated.

43.41 (a) On or before September 30, the grants shall be paid to those teachers who have verified successful completion of the course. Payment to other successful applicants shall be paid upon verification of successful completion of the course.

- (b) Verification sent to the Board Office in Yarmouth that the teacher has successfully completed the course, including all required receipts, shall constitute an application.
- (c) This application, including receipts, must be filed within two (2) weeks of the teacher receiving a transcript of successfully completing the course.

43.42 A teacher on Educational Leave is not eligible for a Professional Development Grant.

E. In-Service Education

43.43 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:

- (i) teacher-initiated in-service days or professional development workshops;
- (ii) school-based planning initiated in-service days or professional development workshops;
- (iii) any other teacher-initiated or school-based planning initiated learning situation that is comparable to (i) and (ii);
- (iv) Board initiated in-service days; and,
- (v) professional development initiatives organized through the Management Committees of Teacher Resource Centres.

43.44 At least once in every three (3) year period, each school, if it so chooses, shall be provided with one inservice day for accredited First Aid Training.

43.45 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 Superintendent or designate.

43.46 (a) Teachers who travel to in-service meetings which are held at a place other than the teacher's normal place of work shall be paid a travel allowance at the rate normally paid by the Board for those kilometres in excess of the distance between the teacher's home and his/her normal place of employment.

- (b) The parties to this Agreement shall encourage teachers to travel to m-services together when circumstances make it reasonably practicable.

ARTICLE 44 - MARKING AND PREPARATION TIME

44.01 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for marking and preparation 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.

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

- (i) recess or recess supervision;
- (ii) lunch breaks;
- (iii) home room registration;
- (iv) extra-curricular activities which are not a formal part of a course;
- (v) hall monitoring and supervision; or
- (vi) the time for changing classes.

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

- (i) all direct classroom instruction;
- (ii) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (e.g. choir as part of a music credit);
- (iii) library, supervised study and guidance;
- (iv) student-centred resource activities;
- (v) formally assigned administrative responsibilities, e.g. class scheduling; and
- (vi) supervision of in-school suspension activities.

44.04 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 8 of this Agreement.

ARTICLE 45 - VIOLENCE AGAINST TEACHERS

- 45.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Further, acts of violence and/or abuse in the school are not acceptable. The parties will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.
- 45.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.

ARTICLE 46 - EDUCATIONAL CHANGE

- 46.01 Educational change refers to the introduction of methods, theories and practices which are intended to continually improve teachers professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.
- 46.02** Both parties recognize that continual improvement of educational process relies on the need to change. and adjust, and both parties recognize the importance of dialogues not only at the initial but at subsequent stages as a way of preparing for and encouraging change and adjustment.
- 46.03** Either party may convene a meeting of the Management-Teacher Committee to discuss significant impending changes referred to in Article 46.01. Such discussions shall include consideration of the impact on teaching staff, there-training needs and the in-service needs of teachers.
- 46.04** Without restricting the generality of the foregoing, where any proposed change of an educational process, including new programs or teaching methodologies, is expected to have a material impact on a teacher's classroom responsibilities, the Board shall discuss such change with the Union before implementation, in accordance with Article 46.03.
- 46.05** The parties specifically acknowledge that inclusion of students with special needs within the regular classroom can have a material impact on a teacher's classroom responsibilities. Accordingly, except where circumstances do not reasonably permit, the Board agrees to consult with and support the classroom teacher in advance of the placement of a student with special needs in the regular classroom. Nothing in this Article 46.05 shall be construed to impose upon the Board any additional financial or resource obligation.

ARTICLE 47 - SUBSTITUTE TEACHERS

- 47.01 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 47.02 For the purposes of Article 47.01, “not operationally required” shall include the following:
- (i) days on which a teacher does not instruct or supervise students such as in-service days, examination days, graduation day and grading and classifying days;
 - (ii) 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; or
 - (iii) 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.
- 47.03 Substitute teachers shall be hired when teachers are attending Retirement Seminars pursuant to Article 19.05 - Special Leave.
- 47.04 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation of the Board in Article 47.01 shall be deemed to have been satisfied.

ARTICLE 48 - TEACHER IN CHARGE

- 48.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 48.02 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge maybe requested to assume the duties specified in this Article.
- 48.03 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.
- 48.04 Where absences of administrative personnel continue for more than five (5) consecutive days, the Teacher(s) in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.

- 48.05 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.
- 48.06 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 49 - OCCUPATIONAL HEALTH & SAFETY

- 49.01 The Board, the Union and the teachers agree to co-operate in the prevention of accidents and the promotion of health and safety. All parties agreed to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act* and its Regulations.
- 49.02 (a) The Board shall provide substitute teachers, where necessary, to replace Occupational Health and Safety Committee members who are receiving training as part of their duties as members of the Occupational Health and Safety Committee.
- (b) Training programs pursuant to Article 49.02(a) must be approved by the Director of Human Resources or designate.
- (c) The effective date of Article 49.02(a) shall be August 1, 2000.

ARTICLE 50 - SCHOOL YEAR

- 50.01 The operational calendar of the school year shall be consistent with the Teachers' Provincial Agreement and shall be established by the Board after consultation with the Union. The Board shall provide the chair of the Southwest RRC- and five (5) Union designates with a copy of the proposed school year calendar at least thirty (30) days before the calendar is adopted.

ARTICLE 51- TEACHER INPUT INTO CAPITAL PROJECTS

- 51.01 Where a new school or major renovations are planned and Board input is sought by the Department of Education, the Board shall invite input, as appropriate, from teachers in the design of the construction or major renovations project.

ARTICLE 52 - INDIVIDUAL CONTRACTS

- 52.01 The Board shall enter into an appropriate term, probationary or permanent contract with every teacher in its employ in accordance with the contracts set forth in the Teachers' Provincial Agreement

ARTICLE 53 - SEXUAL HARASSMENT

- 53.01 The Union and the Board recognize the right of all teachers to work in an environment free of sexual harassment. A complaint of sexual harassment shall be dealt with in accordance with the Southwest Regional School Board Sexual Harassment Policy No. 803.01.
- 53.02 The parties recognize that the definition of sexual harassment in the Sexual Harassment Policy must be consistent with the definition in section 5 of the *Human Rights Act, S.N.S.* 1989, c. 2 14, as amended.
- 53.03 Employees who are found to have committed sexual harassment are subject to discipline, up to and including dismissal.
- 53.04 In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the harassee may be transferred with that employee's consent.
- 53.05 Employees who are found to have made a false or malicious complaint are subject to discipline, up to and including dismissal.

ARTICLE 54 - PRINTING OF AGREEMENT

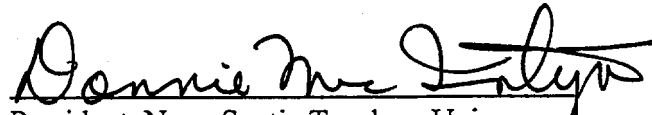
- 54.01 The Union shall have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the Board shall have a copy of the Agreement.
- 54.02 The cost of the printing shall be equally shared between the Union and the Board.


bated in Yarmouth, Nova Scotia this 2nd day of March, 2000.

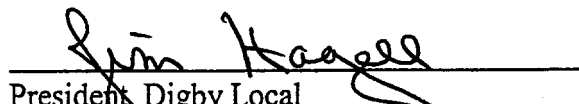
SOUTHWEST REGIONAL SCHOOL BOARD

NOVA SCOTIA, TEACHERS UNION


Chair, Southwest Regional School Board

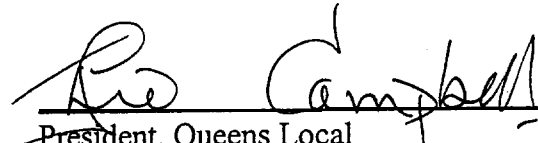

President, Nova Scotia Teachers Union


Superintendent, Southwest Regional School Board

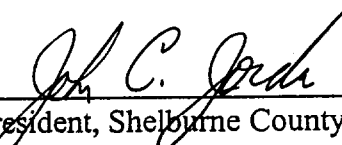

President, Digby Local



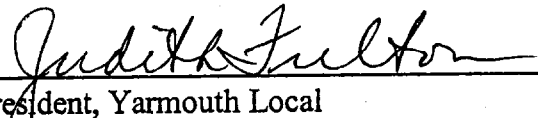
President, Lunenburg County Local



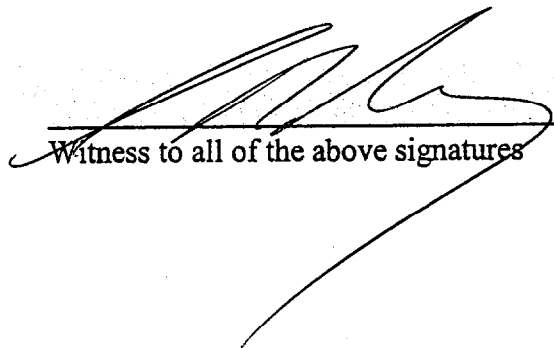
President, Queens Local



President, Shelburne County Local



President, Yarmouth Local



Witness to all of the above signatures

APPENDIX "A"

SOUTHWEST REGIONAL SCHOOL BOARD
Human Resources Department
46 Parade Street
Yarmouth, Nova Scotia
B5A 3A9
Telephone (902) 742-9266
Fax: (902)742-1149

REQUEST FOR MEDICAL INFORMATION

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURN-ED TO THE SOUTHWEST REGIONAL SCHOOL BOARD, YARMOUTH, BY _____, 20_____.

(A) PHYSICIAN'S SECTION

TO THE PHYSICIAN:

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

(1) Teacher's Name:

(2) Teacher's Address:

(3) Date(s) you attended the teacher:

(4) Duration of current illness or injury: From _____ to _____

(5) Expected date of return to regular duties of work:

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

Yes _____ No _____

(7) On the patient's return to work are there restrictions on any activities the employee can engage in? If so, please specify.

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 the Southwest 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"
TERM TEACHER LIST*

Teacher	No. of Days	No. of Days
1. Amirault Amanda	100	292.5
2. Brenton, Tanya	100	351
3. Cook Brenda Gayle	37	227.9
4. Cunningham, Leslie	100	292.5
5. Curry, Norma	68	210.6
6. Deveau, Lise	100	312
7. Dunn, Diana J.	65	201.55
8. Eisnor, Anthony	100	375
9. Eisnor, Corinne M.	83	278.85
10. Greek Ingrid Isabel	25	195.5
11. Haley, Selena	60	234
12. Hankinson, Muriel	50	292.5
13. Hobbs, Gary S.	100	351
14. Hughes, Carol	100	321.2
15. Langille Vicki	73	244.5
16. Lohnes, Susan	100	351
17. MacAkinie, Byron	80	292.5
18. MacDonald, Susan E.	51	333.45
19. MacKinnon, Marisa	100	217
20. Mader, Angela Irene	80	220.35
21. Malcolm, Leslie A.	80	351
22. Mapplebeck, Kevin	65	298.75
23. Markle, Scott A.	63	263.8
24. McVeigh, Janet L.	60	378.5
25. Millman, Greg	60	370.5
26. Nickerson, Maureen	100	371
27. Oldford, Sharon	76	226.2
28. Pitman, Joan	67	267.15
29. Prime, Cynthia	85	273
30. Rawding, Rodney	75	341.25
31. Reashore, Stephanie	100	351
32. Sampson, Donna N.	50	234
33. VanDoninck, Bernard	100	370.5
34. Wagner, Sharon	68	265.3
35. Walker, Nancy	64	202.8

* This number of days includes service for the 1999-2000 school year.

APPENDIX "C"

COLLECTIVE AGREEMENT EXTRACTS RE: SERVICE AWARDS

CLARE-ARGYLE

ARTICLE 21 SERVICE AWARD/DEATH BENEFIT

21.01 When a teacher in the employ of the Board goes into retirement in accordance with the *Teachers' Pension Act*, or if a teacher dies in the service of the Board, a Service Award/Death Benefit shall be paid to the teacher in the first instance and to the spouse or the teacher's designate in the latter instance. In the event that there is no spouse or teacher's designate, then such Service Award/Death Benefit shall be paid to dependent children as described under the *income Tax Act*. In the event that there are no dependent children, then, such Service Award/Death Benefit Shall be paid to the deceased's estate.

The Service Award/Death Benefit shall be calculated at the rate of zero decimal 6 percent (0.6%) per year commencing from the last date of hiring until the date of retirement multiplied by the provincial annual salary in the year of retirement, applicable to the teacher according to certificate and experience.

21.03 Notwithstanding 21.02, the maximum years of service to be used in calculating the Service Award/Death Benefit shall be thirty-five (35).

21.04 The Service Award/Death Benefit shall be paid in one (1) lump sum or in a fixed number of equal monthly payments to a maximum of twelve (12), the number of payments to be made by mutual agreement between the teacher and the Board.

21.05 Notwithstanding 21.02, for the purpose of calculating the Service Award/Death Benefit, the Board shall recognize service with another Board or Boards to a maximum of five (5) years.

21.06 Notwithstanding 21.01 and 21.03, 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.

21.07 Notwithstanding 21.02 and 21.03, 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 purpose 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.

- 21.08 The following conditions must be met before funds shall be released pursuant to 2 1.07:
- (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 (TD 2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable as directed by the Nova Scotia Teachers' Pension Commission.

DIGBY

ARTICLE 16 SERVICE AWARD/DEATH BENEFIT

- 16.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board -for a period of five (5) or more consecutive years.
- 16.02 A Service Award/Death Benefit shall be paid when:
- (i) a teacher 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 sixty (60) years and leaves the teaching profession, provided that such teacher shall have the same rights from the Nova Scotia Teachers' Pension fund with respect to part-time or substitute teachers; or
 - (iii) has ten (10) or more years of service and elects a deferred pension under the Nova Scotia *Teachers' Pension Act*; or
 - (iv) dies in the service of the Board.
- 16.03 The Service Award/Death Benefit formula shall be on a 'years of service basis.'
- 16.04 The Service Award/Death Benefit shall be calculated by multiplying the teacher's years of service with the Board by seventy dollars (\$70.00). Effective January 1, 1990, this amount shall be increased to seventy-five dollars (\$75.00). Effective January 1, 1991, this amount shall be increased to to eighty dollars (\$80.00).
- 16.05 Notwithstanding 16.04, the maximum years of service to be used in calculating the Service Award/Death Benefit, shall be twenty-five (25).

- 16.06 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 16.02 (iv).
- 16.07 Notwithstanding 16.05, 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 Commission for the purpose 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.
- 16.08 The following conditions must be met before funds shall be released pursuant to 16.07:
- (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.

LUNENBURG

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 fifteen (15) or more years.
- 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 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Board, the Service Award/Death Benefit shall be paid to the estate of the teacher concerned.

- 14.04 During the term of this Agreement, the Service Award/Death Benefit shall be calculated by multiplying the number of years of service with the Board by two hundred dollars (\$200.00). The total number of years of service used to calculate the Service Award/Death Benefit shall not exceed thirty-five (35).
- 14.05 This Service Award/Death Benefit shall be paid in one (1) lump sum or by installments at the discretion of the teacher.
- 14.06** It is understood for the purposes of the Service Award/Death Benefit, that teachers on Leave of Absence are considered as staff members.
- 14.07** A teacher shall receive only one (1) retirement award during his/her period of teaching with the Board.
- 14.08** Notwithstanding the provisions of 14.03, 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).
- 14.09 Notwithstanding the provisions of the Article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's retirement, to the Nova Scotia Teachers' Pension Fund for the purpose 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.
- 14.10 The following conditions must be met before funds shall be released pursuant to 14.09:
- (i) the teacher has retired from 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 as directed by the Nova Scotia Teachers' Pension Commission.

QUEENS

ARTICLE 15 SERVICE AWARD/DEATH BENEFIT

- 15.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for an aggregate period of fifteen (15) or more years.

- 15.02 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.
- 15.03 The Service Award/Death Benefit shall be calculated at the rate of point four five (.45) of one percent (1%) of a TC 5 maximum per year for each year of service with the Board.
- 15.04 Notwithstanding 15.03, the number of years of service to be used in calculation shall not exceed thirty-five (35).
- 15.05 The Service Award/Death Benefit shall be paid in one (1) lump sum or by installments at the discretion of the teacher or beneficiary.
- 15.06 Notwithstanding 15.05, 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 15.02 (iii).
- 15.07 Notwithstanding 15.02 and ~~15.05~~, 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 the past service.
- 15.08 The following conditions must be met before funds shall be released pursuant to 15.07:
- (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.

SHELBURNE

ARTICLE 18 SERVICE AWARD/DEATH BENEFIT

- 18.01 No Service Award/Death Benefit shall be paid unless the teacher has been employed by the Board for an aggregate period of seven (7) or more years.
- 18.02 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) has attained the age of at least sixty (60) 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) has seven (7) or more years of service and elects a deferred pension under the Nova Scotia *Teachers' Pension Act*; or
 - iv) dies in the service of the Board.
- 18.03 The Service Award/Death Benefit shall be calculated at the rate of ninety dollars (\$90.00) for each year of service with the Board.
- 18.04 Notwithstanding 18.03, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty-five (35).
- 18.05 The Service Award/Death Benefit shall be paid in one (1) lump sum.
- 18.06 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Board the Award shall be paid to the estate of the teacher concerned.
- 18.07 Notwithstanding 18.06, 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 18.02 (iv).
- 18.08 Notwithstanding 18.02 and 18.05, 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.
- 18.09 The following conditions must be met before funds shall be released pursuant to 18.08:

- 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 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.

YARMOUTH

ARTICLE 11 RETIREMENT AWARD

- 11.01 No Retirement Award shall be paid unless a teacher has a total of fifteen (15) or more years of service with the Board or its predecessors for which salary has been paid.
- 11.02 At least fifteen (15) years of the total years of service required pursuant to 11.01 must have been consecutive.
- 11.03 Retirement Award 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) has attained the age of at least sixty (60) 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.
- 11.04 The Retirement Award shall be calculated at the rate of three quarters of one percent (3/4 of 1%) for each year of service with the Board multiplied by the annual rate of salary, including supervisory allowances, applicable to the teacher on the last day the Board paid salary to the teacher.
- 11.05 Notwithstanding 11.04, the maximum years of service to be used, in calculating the Retirement Award, shall be twenty (25) and the maximum salary, including supervisory allowances, in the year of retirement shall not exceed the level of a TC 6 at maximum service excluding supervisory allowances.

- 11.06 The Retirement Award shall be paid in one (1) lump sum or by monthly installments at the discretion of the teacher.
- 11.07 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written Designation of Beneficiary form for the purpose of the payment of a Service Award/Death Benefit pursuant to 11.02 (iv).
- 11.08 Notwithstanding 11.03 and 11.06, 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; or
 - (ii) the actual amount required by the pension fund for the purchase of past service.
- 11.09 The following conditions must be met before Fund shall be released pursuant to 11.08:
- (i) the teacher has submitted his/her letter of resignation;
 - (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; and
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

APPENDIX 'D'

SOUTHWEST REGIONAL SCHOOL BOARD - FAIR HIRING POLICY

- .1 (Para. #1 in the Policy) - The Director of Human Resources shall ensure a job description, which accurately describes the duties and responsibilities of the position, exists for each position within the school system, and that such a job description is developed for each new position as it is created.
- .2 (Para. #2 in the Policy) - The Director of Human Resources shall ensure that a set of selection criteria is established, which clearly states the qualities, characteristics, knowledge, skills, abilities, and education or training required for successful performance, for use in each hiring decision.

The Director of Human Resources shall ensure all job descriptions and selection criteria specify any bona fide occupational requirements of a position, if those requirements would restrict consideration of candidates.

In accordance with Policy 801.1, Hiring of principals, and appropriate collective agreements, the Director of Human Resources shall ensure school advisory councils have input in the selection of school principals.

- .3 (Para. ##4 in the Policy) - The Director of Human Resources shall develop, or cause to be provided, training programs in skills and requirements for interviewing and in systematic approaches to decision making, to be provided for all individuals who will serve in positions of employee selection.

The Director of Human Resources shall ensure the training given to participants in the hiring process includes an understanding which ensures information relating to candidates which is required during the hiring process, is held in strict confidence and is shared only with Board Members and appropriate members of the Regional Leadership Team.

The Director of Human Resources shall review Hiring Selection Forms (Form HR 1 O-1) to ensure the selection process reflects the requirements of training programs identified in the first paragraph of #3 of this Appendix.

- .4 (Para. #7 in the Policy) - The Director of Human Resources shall authorize all advertising for a new positions and for all vacancies.

All applicants will have their qualifications assessed against previously established job-related selection criteria;

All applicants requesting it shall be provided with a description of the work to be performed and a statement of qualifications relating to the position;

All interviewing teams shall be composed of persons who have no personal bias for or against any candidate; for this reason, participants in a hiring process shall disqualify themselves if they have such a bias for any candidate;

All candidates in a particular competition shall be asked the same questions, subject to possible clarifying or elaborating questions on the same topic, with responses analysed comparatively as part of the selection process;

The confidentiality of all application documents is maintained;

Standard reference check forms are utilized and that references are checked and documented for all new hires and for promotions *ensuring* that the supervisor of that last place of employment is checked before hiring. The Board may contact references other than those provided by the applicant.

- .5 (Para. #8 in the Policy) - The Director of Human Resources shall present the names of successful candidates for approval at a meeting of the Human Resources Committee.

The Superintendent of Schools shall ensure that no discussion takes place at a public meeting of the Board, or at a school meeting, that may divulge any personal matter concerning the decision to hire, or not hire, any individual.

The final decision in any and all hiring on promotions shall be the Board at a regular public meeting. The Board, by motion, may delegate this authority.

- .6 (Para. #9 in the 'Policy)

- (a) The highest ranking administrator on an interview team who has responsibility for the position being interviewed, shall assume the responsibility as Chairperson of the team.
- (b) The Chairperson shall ensure all members of an interview team have an equal voice in the selection process.
- (c) After a recommendation for hiring has been reached by the interview team, the Chairperson shall forward Form **HR10-3** (Hiring Selection Criteria Form) and Form HR (Recommendation for Appointment Form), and all documentation from the selection process, to the Director of Human Resources.
- (d) The Director of Human Resources shall maintain a file of all documentation, from each selection process, for a period of six years.

LETTER OF UNDERSTANDING #1

PUPIL TRANSPORTATION REIMBURSEMENT COMMITTEE

BETWEEN:

THE SOUTHWEST REGIONAL SCHOOL BOARD (the "Board")

-and -


THE NOVA SCOTIA TEACHERS UNION (the "Union")

1. This letter confirms our agreement on the formation of a Pupil Transportation Reimbursement Committee.
2. The parties agree to appoint six (6) members to this Committee, three (3) to represent the Union and three (3) to represent the Board.
3. The mandate of the Committee is to explore modes of transporting students on extra-curricular trips, the cost of such transportation and who is to pay the costs.
4. The Committee will complete its review by June 30, 2000, and its mandate will then end. When the Committee agrees on recommendations, those recommendations may be attached to the Collective Agreement as a Letter of Understanding.
5. Teachers in the former Digby District School Board will continue to receive the benefits of Article 15 - Pupil Transportation from the Agreement between the Digby District School Board and the Nova Scotia Teachers Union, dated January 8, 1990, until June 30, 2000.
6. Teachers in the former Queen's District School Board will continue to receive the benefits of Article 14 - Travel Allowance from the Agreement between the Queen's District School Board and the Nova Scotia Teachers Union, dated May 24, 1990, until June 30, 2000.

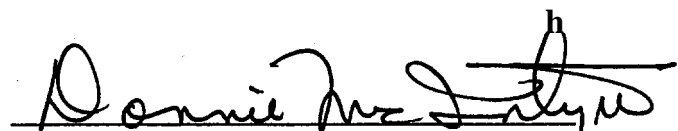
Dated in Yarmouth, Nova Scotia this 2nd day of March, 2000.


**SOUTHWEST REGIONAL SCHOOL
BOARD**

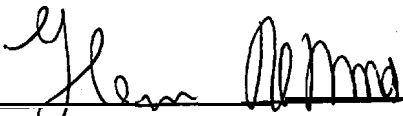

Chair, Southwest Regional School Board


Superintendent, Southwest Regional School
Board

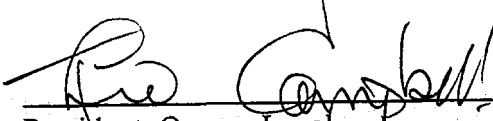
NOVA SCOTIA TEACHERS UNION


President, Nova Scotia Teachers Union

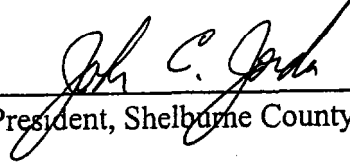

President, Digby Local



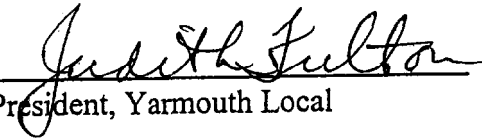
President, Lunenburg County Local



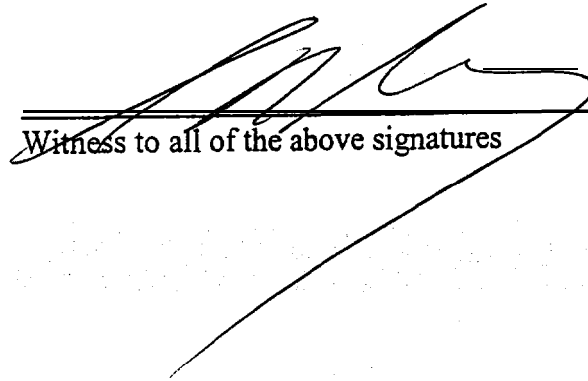
President, Queens Local



President, Shelburne County Local



President, Yarmouth Local



Witness to all of the above signatures

LETTER OF UNDERSTANDING #2
CURRICULUM/PROGRAM IMPLEMENTATION COMMITTEE

BETWEEN:

SOUTHWEST REGIONAL SCHOOL BOARD (the "Board")

.and the

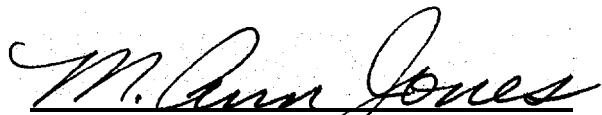
NOVA SCOTIA TEACHERS UNION (the "Union")

1. This letter confirms our agreement on the formation of a Curriculum Program Implementation Committee.
2. Representatives of the Board shall include the Director of Learning Services and the four (4) system curriculum consultants.
3. Representatives of the Union shall include the five (5) Vice-Presidents of Professional Development.
4. In May of each school year while the Regional Agreement signed on March 2, 2000 is in effect, the Committee shall make recommendations on implementing curriculum changes. Within four (4) months of receiving recommendations, the Board shall respond to them, in writing.

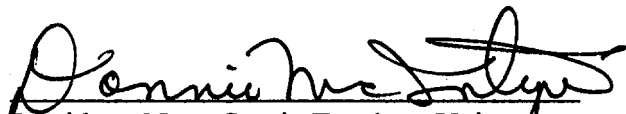
Dated in Yarmouth, Nova Scotia this 2nd day of March, 2000.

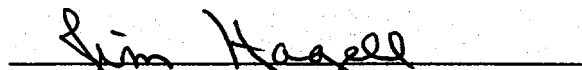
**SOUTHWEST REGIONAL SCHOOL
BOARD**


Chair, Southwest Regional School Board

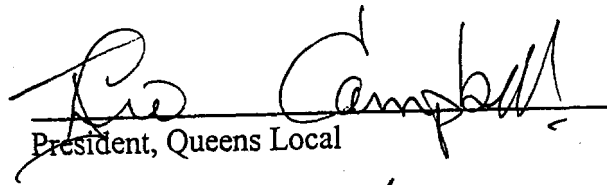

Superintendent, Southwest Regional School
Board

NOVA SCOTIA TEACHERS UNION

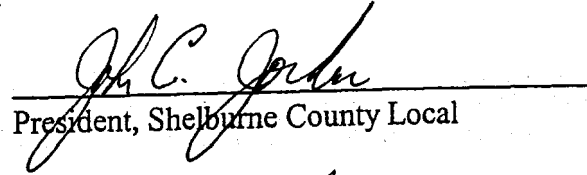

President, Nova Scotia Teachers Union


President, Digby Local

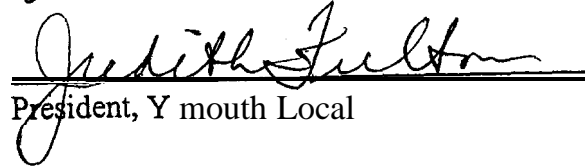

President, Lunenburg County Local



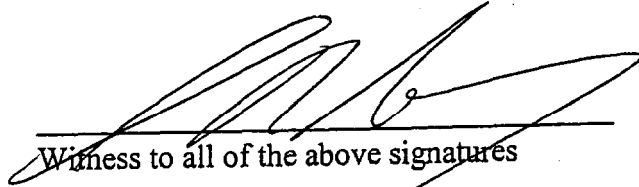
President, Queens Local



President, Shelburne County Local



President, Y mouth Local



Witness to all of the above signatures

LETTER OF UNDERSTANDING #3
RE: CSAP TEACHERS

THIS LETTER OF UNDERSTANDING made this 6th day of June, 1997, A.D.

BETWEEN

The SOUTHWEST REGIONAL SCHOOL BOARD
(the "School Board")

AND

The NOVA SCOTIA TEACHERS UNION,
(the "NSTU")

The parties agree the following shall apply to Letter of Understanding (1) transfers pursuant to Article 10.05 (iv) of the Protocol Agreement between the parties dated May 9, 1997 effective April 9, 1997 (the "Protocol Agreement") and, upon expiry of the Protocol Agreement shall continue to apply to Designated Teachers until August 15, 2001.

1. "Designated Teachers" are teachers identified on Schedule "A" to an Agreement dated September 3, 1996 between Conseil Scolaire Acadian Provincial ("CSAP") and the NSTU and who were formerly employed by either:
 - (a) the Southwest Regional School Board; or
 - (b) the Clare-Argyle District School Board.

2. Designated Teachers shall be permitted to transfer to the School Board if students formerly enrolled in schools under the administration of the CSAP enrol in schools under the administration of the School Board in sufficient numbers to require additional teachers to teach the former CSAP students. Without limiting the generality of the foregoing:
 - (a) if former CSAP students enrol with the School Board in numbers that can be absorbed into existing classes, such that the School Board does not require additional teachers to accommodate the CSAP students, this Letter of Understanding shall not apply and teachers need not be transferred or hired from the designated list.
 - (b) if the School Board acquires administration of one or more classes in a school or part of a school formerly under the administration of the CSAP, Designated Teachers shall be permitted to transfer from the CSAP to the School Board.

3. Designated Teachers shall be permitted to request transfer from the CSAP to the School Board and the School Board shall accept such transfers before any new teacher is hired provided all permanent, probationary and term contract teachers

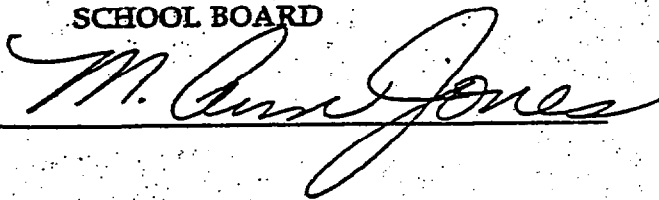
employed with the School Board have been placed. Designated Teachers will be accepted for transfer based on the School Board's program/grade needs. The seniority of Designated Teachers will be considered but the primary consideration shall be the School Board's program/grade needs.

4. A Designated Teacher who wishes to transfer from the CSAP to the School Board must so advise the School Board in writing. Requests for transfer for the school year commencing August 1, 1997 must be received by the School Board not later than June 15, 1997. Requests for transfer for any subsequent school year must be received by the School Board not later than April 15 of the immediately preceding school year.
5. Notices of all teaching vacancies, including administrative/supervisory positions, as well as newly created positions, shall immediately be sent by the Superintendent to the affected schools for posting. Should such vacancies occur during the summer, the Board shall post vacancies in the Halifax Chronicle Herald.
6. A Designated Teacher who transfers to the School Board pursuant to the terms of this Letter of Understanding shall become an employee of the School Board with all accrued benefits, including seniority and accumulated sick leave, held by the Designated Teacher with his/her pre-CSAP employer as of July 31, 1996 and the Designated Teacher shall thereafter continue to accrue benefits with the School Board as though service and seniority were unbroken. Notwithstanding a Designated Teacher shall not recover any sick leave accumulated prior to July 31, 1996 and used while employed by the CSAP.
7. The School Board may advertise for teachers new to the system but must comply with the terms of this Letter of Understanding and any other applicable provision of the Protocol Agreement before making any hiring decision.

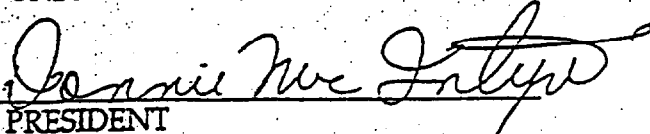
This Letter of Understanding shall be attached to and be deemed to be part of the Protocol Agreement and shall survive the Protocol Agreement as stated above.

WITNESS

SOUTHWEST REGIONAL
SCHOOL BOARD



THE NOVA SCOTIA TEACHERS
UNION



PRESIDENT

WITNESS



