

COLLECTIVE AGREEMENT

CONSEIL SCOLAIRE ACADIEN PROVINCIAL

- and -

NOVA SCOTIA TEACHERS UNION

March 30, 2000 - March 31, 2002

CONTENTS

Article	Title	Page
ARTICLE 1	TERM OF AGREEMENT	4
ARTICLE 2	DEFINITIONS	4
ARTICLE 3	PRINTING OF AGREEMENT	6
ARTICLE 4	RECOGNITION	6
ARTICLE 5	METHOD OF PAYMENT	6
ARTICLE 6	DEDUCTIONS.....	8
ARTICLE 7	SICK LEAVE.....	9
ARTICLE 8	SPECIAL LEAVE.....	11
ARTICLE 9	LEAVE OF ABSENCE	12
ARTICLE 10	UNION RELEASE TIME.....	13
ARTICLE 11	PROFESSIONAL DEVELOPMENT	14
ARTICLE 12	TEACHER EXCHANGE	17
ARTICLE 13	TEACHER ASSIGNMENT.....	18
ARTICLE 14	SENIORITY AND RETENTION	18
ARTICLE 15	SECURITY OF POSITION	23
ARTICLE 16	TRANSFER OF TEACHERS	24
ARTICLE 17	TERM RECALL.....	27
ARTICLE 18	STAFF PLACEMENT.....	28
ARTICLE 19	VACANCIES AND APPOINTMENTS	28
ARTICLE 20	ADMINISTRATIVE APPOINTMENTS	29
ARTICLE 21	ACCOMMODATION	30
ARTICLE 22	TEACHER IN CHARGE.....	30
ARTICLE 23	INSURANCE	31
ARTICLE 24	MARKING AND PREPARATION TIME	31
ARTICLE 25	RETIREMENT ALLOWANCE.....	33
ARTICLE 26	TRAVEL ALLOWANCE.....	36
ARTICLE 27	ADVANCE REPORTING CREDIT	37
ARTICLE 28	SUBSTITUTE TEACHERS.....	37
ARTICLE 29	EI PREMIUM REDUCTION REBATE	37
ARTICLE 30	RIGHT TO UNION REPRESENTATION	38
ARTICLE 31	OCCUPATIONAL HEALTH AND SAFETY	38
ARTICLE 32	NEGOTIATING MEETINGS.....	38
ARTICLE 33	PUPIL TRANSPORTATION	39
ARTICLE 34	LIABILITY INSURANCE	39
ARTICLE 35	LEGAL ASSISTANCE AND PROTECTION.....	39
ARTICLE 36	MANAGEMENT-TEACHER COMMITTEE	40
ARTICLE 37	FALSELY ACCUSED EMPLOYEE ASSISTANCE	40
ARTICLE 38	VIOLENCE AGAINST TEACHERS.....	41
ARTICLE 39	ADDITIONAL INSTRUCTIONAL SERVICES	41
ARTICLE 40	THEFT OR DAMAGE OF TEACHERS PROPERTY.....	41
ARTICLE 41	LANGUAGE OF NEGOTIATIONS	42
ARTICLE 42	BOARD MINUTES AND INFORMATION	42
ARTICLE 43	SCHOOL YEAR	43
ARTICLE 44	CONTRACTING OUT.....	43
ARTICLE 45	GRIEVANCE PROCEDURE	43
ARTICLE 46	SHARED TEACHING	46
ARTICLE 47	RETIREMENT SEMINAR.....	46
ARTICLE 48	FAIRNESS.....	46
ARTICLE 49	RETIREMENT AGE.....	46
APPENDIX "A"	MEDICAL FORM	49
APPENDIX "B"	SHARED TEACHING.....	52
APPENDIX "C"	LIST OF TEACHERS - RETIREMENT ALLOWANCE.....	58
APPENDIX "D"	LIST OF TEACHERS - BENEFITS	59
APPENDIX "E"	ARBITRATION AWARD	60
LETTER OF UNDERSTANDING #1	FINALIZED SENIORITY LIST.....	61
LETTER OF UNDERSTANDING #2	HARASSMENT AND ABUSE OF TEACHERS	63

ALPHABETICAL LIST OF ARTICLES

Article	Title	Page
ARTICLE 21	ACCOMMODATION	30
ARTICLE 39	ADDITIONAL INSTRUCTIONAL SERVICES	41
ARTICLE 20	ADMINISTRATIVE APPOINTMENTS	29
ARTICLE 27	ADVANCE REPORTING CREDIT	37
APPENDIX "E"	ARBITRATION AWARD	60
ARTICLE 42	BOARD MINUTES AND INFORMATION	42
ARTICLE 44	CONTRACTING OUT	43
ARTICLE 6	DEDUCTIONS	8
ARTICLE 2	DEFINITIONS	4
ARTICLE 29	EI PREMIUM REDUCTION REBATE	37
ARTICLE 48	FAIRNESS	46
ARTICLE 37	FALSELY ACCUSED EMPLOYEE ASSISTANCE	40
LETTER OF UNDERSTANDING #1	FINALIZED SENIORITY LIST	61
ARTICLE 45	GRIEVANCE PROCEDURE	43
LETTER OF UNDERSTANDING #2	HARASSMENT AND ABUSE OF TEACHERS	63
ARTICLE 23	INSURANCE	31
ARTICLE 41	LANGUAGE OF NEGOTIATIONS	42
ARTICLE 9	LEAVE OF ABSENCE	12
ARTICLE 35	LEGAL ASSISTANCE AND PROTECTION	39
ARTICLE 34	LIABILITY INSURANCE	39
APPENDIX "D"	LIST OF TEACHERS - BENEFITS	59
APPENDIX "C"	LIST OF TEACHERS - RETIREMENT ALLOWANCE	58
ARTICLE 36	MANAGEMENT-TEACHER COMMITTEE	40
ARTICLE 24	MARKING AND PREPARATION TIME	31
APPENDIX "A"	MEDICAL FORM	49
ARTICLE 5	METHOD OF PAYMENT	6
ARTICLE 32	NEGOTIATING MEETINGS	38
ARTICLE 31	OCCUPATIONAL HEALTH AND SAFETY	38
ARTICLE 3	PRINTING OF AGREEMENT	6
ARTICLE 11	PROFESSIONAL DEVELOPMENT	14
ARTICLE 33	PUPIL TRANSPORTATION	39
ARTICLE 4	RECOGNITION	6
ARTICLE 49	RETIREMENT AGE	46
ARTICLE 25	RETIREMENT ALLOWANCE	33
ARTICLE 47	RETIREMENT SEMINAR	46
ARTICLE 30	RIGHT TO UNION REPRESENTATION	38
ARTICLE 43	SCHOOL YEAR	43
ARTICLE 15	SECURITY OF POSITION	23
ARTICLE 14	SENIORITY AND RETENTION	18
ARTICLE 46	SHARED TEACHING	46
APPENDIX "B"	SHARED TEACHING	52
ARTICLE 7	SICK LEAVE	9
ARTICLE 8	SPECIAL LEAVE	11
ARTICLE 18	STAFF PLACEMENT	28
ARTICLE 28	SUBSTITUTE TEACHERS	37
ARTICLE 13	TEACHER ASSIGNMENT	18
ARTICLE 12	TEACHER EXCHANGE	17
ARTICLE 22	TEACHER IN CHARGE	30
ARTICLE 1	TERM OF AGREEMENT	4
ARTICLE 17	TERM RECALL	27
ARTICLE 40	THEFT OR DAMAGE OF TEACHERS PROPERTY	41
ARTICLE 16	TRANSFER OF TEACHERS	24
ARTICLE 26	TRAVEL ALLOWANCE	36
ARTICLE 10	UNION RELEASE TIME	13
ARTICLE 19	VACANCIES AND APPOINTMENTS	28
ARTICLE 38	VIOLENCE AGAINST TEACHERS	41

This Agreement made this day of , 2000.

BETWEEN:

THE CONSEIL SCOLAIRE ACADIEN PROVINCIAL, 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.

ARTICLE 2 DEFINITIONS

2.01 In this Agreement:

- (i) "abilities" means the acquired proficiency to effectively deal with teaching/ administrative situations which are likely to arise in classrooms, schools or Regional Offices;

- (ii) "Agreement" means this professional agreement between the Board and the Union;
- (iii) "CSANE" is the Conseil Syndical Acadien de la Nouvelle Écosse which represents teachers under the employ of the Conseil scolaire acadien provincial;
- (iv) "CSAP" is the Conseil scolaire acadien provincial;
- (v) "experience" means teaching or work activities relevant to the position being considered and shall include, but shall not be limited to, the following: providing leadership to other teachers, committee work at the Board or provincial level or to a professional development component sponsored by the Union, education research, peer coaching, the development of curriculum/ instructional projects, personal or professional development or other similar activities in related endeavours;
- (vi) "fiscal year" means the period from and including the first (15) day of April in any year up to and including the thirty-first (31st) day of March in the next calendar year;
- (vii) "qualifications" means the teacher's teaching certificate, degrees, major and minor areas of study and courses, including study in progress or completed, in specialized areas that may relate to teaching or the teaching/ administrative assignment and shall also include, but shall not be limited to, the following: in-services; conferences as provided for by regulations and agreements; summer institutes as provided by the Department of Education, the Board, the Union, universities or other recognized advocates of education; and, short courses or personal study approved by the Board;
- (viii) "Regional representation" means having teachers placed on Committees under this Agreement representing each of the three (3) regions [Northeastern, Central, Southwestern] of the province;
- (ix) "school" means, for the purposes of Article 14 - Seniority and Retention and under Article 16 - Transfer of Teachers, one or more buildings or part of a building, designated by the Board as a "school" and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement;

- (x) "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;
- (xi) "Superintendent of Schools" means a teacher appointed by the Board to be in charge of the school system;
- (xii) "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;
- (xiii) "Teachers' Provincial Agreement" means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union;
- (xiv) "unfilled position" is a position for which there is an incumbent teacher;
- (xv) "vacant position" is a position for which there is no incumbent teacher;
- (xvi) "working day" is any day except Saturday, Sunday, a statutory holiday, or any other holiday recognized by this Agreement.

ARTICLE 3 PRINTING OF AGREEMENT

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

ARTICLE 4 RECOGNITION

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

ARTICLE 5 METHOD OF PAYMENT

- 5.01 On the second Thursday of August of each school year and every two weeks thereafter, the Board shall pay to each teacher in its employ an amount equal to one twenty-sixth (1 /26th) of the annual salary applicable, less the authorized

deductions. Whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the preceding school year, then the first pay date in place of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August. In years in which there is a three (3) week span between the second Thursday in August and the last pay date in July, the teachers shall be notified of the first pay date for August in their first pay in June.

- 5.02 Teachers' pay shall be directly deposited commencing August 1, 2000 into their accounts at the bank or credit union of their choice. It is the teacher's responsibility to inform the Board financial department of any change of his/her account number or banking establishment.
- 5.03 The pay stub shall be given to the teacher at his/her place of work. Itinerant teachers shall receive their pay stub at their base school.
- 5.04 During summer vacation, the pay stub shall be mailed to the teacher's residence. If the teacher wishes to receive his/her mail at another address, he/she must notify the Director of Finance or his/her designate, before June 1st.
- 5.05 Notwithstanding Article 5.01, new teachers in the system shall receive their pay for the month of August on the first day of the school year at the school where they have been assigned.
- 5.06 The final payment of the school year, i.e. the last payment received in July, shall equal the difference between the teacher's applicable annual salary and the amount received in the previous pay periods.
- 5.07
 - (i) An overpayment or under deduction of a teacher's earnings made in error shall be recovered by the Board by deducting the amount of this overpayment or under deduction of earnings, by deducting equal amounts from the payments owed to the teacher until the end of the school year, or during a shorter period mutually agreed upon in writing by the teacher and the Board.
 - (ii) 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 February 28 following the school year in which the overpayment occurred.
- 5.08 If a grievance has been filed by a permanent contract teacher in respect of an overpayment, the period of recovery under Article 5.06 shall not commence

until the grievance has been duly processed and then only if the grievance is decided in favour of the Board.

ARTICLE 6 DEDUCTIONS

- 6.01 In addition to the deductions required by law and this Agreement, upon receipt of authority from a teacher, the Board shall deduct from the salary of such teacher the following items:
- (i) NSTU Group Insurance Premiums;
 - (ii) Payments due to the Nova Scotia Teachers' Credit Union;
 - (iii) Canada Savings Bonds;
 - (iv) United Way;
 - (v) Fondation des Jeux de l'Acadie;
 - (vi) Fondation du CSAP; and
 - (vii) Such other deductions as may from time to time be agreed upon by the Board and the Union;
- 6.02 The Board shall indicate all deductions from the salary of each teacher by itemizing them on the regular payment stub.
- 6.03 The billings from the Union's Insurance Administrator and the Union's Credit Union Administrator shall be deemed to be authority from the teacher as per Article 6.01, and deductions shall be made as per such billing. Adjustment of errors in billings shall be the responsibility of the Union.
- 6.04 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 of the month for which deductions are made.
- 6.05 The Board shall deduct the annual Union dues from each teacher in its employ, in equal payment instalments commencing with the first payment in the month of August, in such number of instalments as determined by the Union.

- 6.06 The Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union dues.
- 6.07 The Union shall indemnify the Board and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by the Board for the purpose of complying with the, provisions of this Article.
- 6.08 A teacher's salary deductions for unpaid leaves of absence shall be made in the two (2) months following the return to teaching or according to an arrangement mutually agreed upon by the Board and the teacher.
- 6.09 Teachers employed by the Board shall be entitled to exercise the rights of resignation from the Union in accordance with the Teaching Profession Act.
- 6.10 Notwithstanding Article 6.09, 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 7 SICK LEAVE

- 7.01 Every full time teacher shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Part-time teachers shall receive a prorated amount of Sick Leave.
- 7.02 Notwithstanding Article 7.01, when a teacher who has been on unpaid sick leave resumes his/her duties, he/she shall be entitled to the sick leave days pursuant to Article 7.01 except that such days shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days remaining in the school year.
- 7.03 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 7.01. For greater certainty, the maximum number of sick days that may be claimed shall be two hundred and thirty-five (235).
- 7.04 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave pursuant to Article 7.01, has been expended.
- 7.05 Accumulated days used shall be deducted from the accumulated total.

- 7.06 On or before November 30, 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 office of the Personnel Manager at the request of the teacher.
- 7.07 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.
- 7.08 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 request through the Director of Human Resources an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.
- 7.09 A female teacher shall be permitted to use up to forty (40) 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.
- 7.10 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 7.01 shall not accumulate and cannot be claimed during the Leave.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The parties agree to use the "Request for

Medical Information" form as contained in Appendix A to this Agreement and such information shall be kept confidential.

ARTICLE 8 SPECIAL LEAVE

- 8.01 (i) A teacher shall be entitled to five (5) days Special Leave with pay immediately following each death in the teacher's immediate family. Immediate family shall include spouse, or same sex partner, parent, child, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandchild and guardian;
- (ii) A teacher shall be entitled to Special Leave with pay to a maximum of three (3) days 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, grandparents, aunt and uncle;
- (iii) Where the burial occurs outside the Province, the Director of Human Resources may grant up to two (2) additional days for travel.
- (iv) Where the interment or memorial service for immediate family pursuant to Article 8.01 (i) 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.
- 8.02 (i) The Board shall grant up to five (5) days leave with pay necessitated by each serious illness in the immediate family pursuant to Article 8.01 (i) and a maximum of five (5) days with pay for urgent and imperative reasons.
- (ii) Leave pursuant to Article 8.02 (i) shall be entirely within the discretion of the Director of Human Resources. The Director of Human Resources shall be entitled to call for medical evidence in support of any claim for leave based on serious illness.
- 8.03 (i) Personal leave, with pay, to a maximum of three (3) days per school year may be granted to teachers in the employ of the Board at the discretion of the Director of Human Resources;
- (ii) Personal leave pursuant to Article 8.03 (i) may include a teacher's absence on a regular school day 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

- 8.04 When a teacher who is a staff member passes away and the funeral service is held on a school day, teachers of that school shall, with the approval of the Administrator and the Regional Education Officer, be permitted to attend and the day shall be a claimable day.

ARTICLE 9 LEAVE OF ABSENCE

- 9.01 The Board shall grant a one (1) year Leave of Absence without pay to any permanent contract teacher who applies for such a leave.
- 9.02 (i) Notwithstanding Article 9.01, the Board shall grant up to a maximum of seven (7) Leaves of Absence in the Southwestern Region, a maximum of five (5) Leaves of Absence in the Central Region and a maximum of four (4) Leaves of Absence in the Northeastern Region in each academic school year.
- (ii) Notwithstanding Article 9.02 (i), the Board may limit the number of Leaves of Absence in a school in one academic school year to not more than two (2) full year Leaves of Absence.
- (iii) Where the right in Article 9.02 (i) and Article 9.02 (ii) is exercised by the Board, the Board shall justify the decision on the request of the Union.
- 9.03 The Board may grant an additional year's Leave of Absence without pay to any permanent contract teacher on Leave of Absence.
- 9.04 A Leave of Absence of less than one (1) year shall be granted at the discretion of the Superintendent. 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 three (3) months prior to the anticipated date of commencement. In exceptional circumstances the Superintendent may grant a Leave with less than three (3) months notice.
- 9.05 Applications for Leave of Absence shall be submitted in writing to the Director of Human Resources on or before March 15 of the school year prior to the one in which the leave is desired. The reply shall be provided by April 15th

- 9.06 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.
- 9.07 A teacher on a Leave of Absence over a full school year must notify, in writing, the Director of Human Resources on or before March 1 of the teacher's intention to return to active teaching for the ensuing school year. Failure to notify before April 15 will remove the right of the teacher to be placed pursuant to Article 9.09. Failure to notify between April 15 but before May 15 will relieve the Board of the obligation to offer such a teacher a position for the ensuing school year.
- 9.08 (i) All benefits of a teacher shall be suspended while a teacher is on Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board;
- (ii) Notwithstanding Article 9.08 (i), a teacher shall retain the accumulation of his/her Retirement Allowance benefit while on leave.
- 9.09 Upon return from a Leave of Absence, a teacher shall be reinstated:
- (i) to the same school but not necessarily the 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 10 UNION RELEASE TIME

- 10.01 The Board shall provide a bank of twelve (12) days each school year with pay for CSANE to carry out their duties of office. CSANE shall advise the Director of Human Resources in advance when days are required to be used by a teacher.
- 10.02 In addition to the days provided for in Article 10.01, the Superintendent may allow CSANE 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).
- 10.03 Days as provided for in Article 10.01 and Article 10.02 are days in addition to paid days claimed under Article 31.02 (iv) of the Teachers' Provincial

Agreement or when the Board or an agent of the Board requests a meeting with teachers.

- 10.04 (i) Up to five (5) days pursuant to Article 10.01 which are unused in one (1) school year shall be carried forward to the next school year;
- (ii) Notwithstanding Article 10.04 (i), the maximum number of days above the bank in Article 10.01 which CSANE may accumulate for Union release time shall be five (5) days.
- 10.05 The Board and the Union shall work cooperatively to ensure that days used by the Union pursuant to this Article are used in such a way as to minimize disruption to students provided that, without the permission of the Director of Human Resources, no teacher may use more than twelve (12) days in any school year.

ARTICLE 11 PROFESSIONAL DEVELOPMENT

- 11.01 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 Conseil scolaire acadien provincial budgeted amount for professional development;
- (ii) for the period April 1, 2000 to March 31, 2001 \$170,000;
- (iii) for the period April 1, 2001 to March 31, 2002 \$180,000.
- 11.02 The Professional Development Fund shall be global in application and will be allotted by the Professional Development Committee in the following categories:
- (i) Educational Leave;
- (ii) Conference Grants;
- (iii) Professional Development Grants;
- (iv) In-Service Education Fund;
- (v) Video Conferencing Grants;
- (vi) Others that the Committee deems appropriate.

- 11.03 (i) The fund shall be administered by a "Professional Development Committee" consisting of six (6) persons:
- (a) three (3) representatives of the Board; and
 - (b) three (3) representatives of the Union with regional representation.
- (ii) By March 15 of each year the Union and the Board shall notify each other of their respective appointees to the committee.
- 11.04 The Committee shall appoint a chair from among the members of the Committee. The chair position will be held for six (6) month periods which will alternate between the Board and Union representatives. The duties of the chair will include soliciting items for the agenda, preparing and distributing agendas for Committee meetings, and providing minutes of meetings to Committee members.
- 11.05 The Committee shall appoint the Regional Education Officer to act as a referee. He/she will cast a vote only in the event the Committee is unable to reach agreement in their deliberations.
- 11.06 The Committee shall:
- (i) select teachers to be granted educational leave, conference grants, professional development grants, and in-service;
 - (ii) approve requests for funding for the various categories set forth in Article 11.02;
 - (iii) draw up and distribute guidelines and application forms relating to professional development;
 - (iv) have the freedom to re-allocate funds within the categories in Article 11.02; and;
 - (v) formulate and publish a budget;
- 11.07 Notwithstanding Article 11.02, the Committee may reject an application for a professional development grant based on its criteria.
- 11.08 Only permanent contract teachers with a minimum of three (3) years experience are eligible for Educational Leaves.

- 11.09 A teacher granted Educational Leave shall agree to remain in the employ of the Board for a minimum period of two (2) years upon return from the paid leave.
- 11.10 In the event a teacher fails to return to the Board or fails to remain in its employ for the time required pursuant to Article 11.09, he/she shall, if requested within one (1) year to do so by the Board, pay to the Board the sum arrived at by prorating the amount of allowance received by him/her while on Educational Leave to the portion of time which he/she worked for the Board following his/her return from Educational Leave, if any.
- 11.11 Upon completion of the Educational Leave a teacher's status within the school remains the same as if the Educational Leave had not occurred.
- 11.12 (i) Expenses under this Article shall be paid at the rate established by the Committee: Expenses may include the following:
- (a) registration fees but not Associations dues;
 - (b) lodgings;
 - (c) meals; gratuities as well as general expenses incurred as part of the in-service or the conference at the current rate paid by the Board;
 - (d) travel at the current rate paid by the Board; and
 - (e) parking fees.
- All charges excluding metrage and meals must be supported by receipts.
The cost of the replacement teachers will be charged against the Fund.
- (ii) The parties to this Agreement shall encourage teachers to travel to in services together when circumstances make it reasonably practicable.
- 11.13 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.
- 11.14 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.

- 11.15 At least once in every three (3) year period, each school, if it so chooses, shall be provided with one in service day for accredited First Aid Training:
- 11.16 Any surplus in the Professional Development Fund pursuant to Article 11.01 (ii) and Article 11.01 (iii) shall be carried forward to the next contract year and added to the sum according to Article 11.01.
- 11.17 In the event that the teacher on leave does not return to work for the Board at the end of his/her Educational Leave or ceases to be an employee of the Board during the following two (2) years due to illness, death, disability, termination or discharge or in the case of involuntary transfer in the employment of his/her spouse, the Board shall not request reimbursement for the year of Educational Leave.

ARTICLE 12 TEACHER EXCHANGE

- 12.01 Permanent contract teachers desiring one (1) year exchanges within the Board may apply in writing to the Director of Human Resources prior to the last teaching day in February.
- 12.02 The Director of Human Resources shall undertake to publish a list by March 15th of teachers desiring exchanges within the Board and invite applications from interested teachers by April 15th.
- 12.03 In order to encourage teacher exchanges, the Director of Human Resources shall guarantee teachers entering into an exchange reinstatement to the position held prior to the exchange or, in the event said position is phased-out, a position mutually agreed upon.
- 12.04 All teacher exchanges shall be subject to the approval of the Director of Human Resources and the applicants shall be notified as soon as possible after May 15th. The Director of Human Resources shall not unreasonably withhold permission for teachers or supervisory personnel to participate in any lateral teacher exchange. The Director of Human Resources shall provide, the reason(s) for the refusal to teachers or supervisory personnel who are refused permission to undertake a teacher exchange.
- 12.05 For an exchange agreement to continue for a second year, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange may continue a second year.

- 12.06 For an exchange to become permanent, where an exchange has continued for two (2) consecutive years, an application must be made to the Director of Human Resources by April 15". If all parties agree, the exchange shall become permanent.
- 12.07 If a permanent contract exchange partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Article 15 - Security of Position, then the exchange arrangement shall be null and void.

ARTICLE 13 TEACHER ASSIGNMENT

- 13.01 Each teacher on a permanent or probationary contract shall be notified by the Principal of the major subject area and/or grade level for the next year, prior to June 15. This date may be extended by mutual agreement between the parties.
- 13.02 The Superintendent may change an assignment after June 15 provided the Board can demonstrate the need for such a change. Where a change in assignment is made, the teachers) shall have the right to request and receive in writing the reasons for the assignment change.
- 13.03 (i) The Superintendent of Schools may assign a teacher to a particular subject area and grade level up to three (3) years in advance of said assignment taking effect so as to afford the teacher an opportunity to undertake appropriate professional development.
- (ii) If the teacher disagrees with the proposed assignment, then the teacher shall, within the first year, notify the Board in writing and the assignment may be given to another teacher.

ARTICLE 14 SENIORITY AND RETENTION

- 14.01 (i) The Director of Human Resources shall develop and maintain an up-to-date written seniority list. The seniority list shall include the names of all permanent and probationary contract teachers consecutively employed by the Board and the immediate preceding boards from which the teacher was designated and replaced by the Conseil scolaire acadien provincial, and shall indicate the contract status of each teacher.
- (ii) The final and conclusive seniority list in Article 14.01(i) shall be posted in each school no later than January 31st of each year.

- (iii) Before the seniority list is finalized and posted as provided for in Article 14.01(ii), the seniority list with all new permanent and probationary teachers not on the previous years seniority list shall be made available to CSANE by November 15th. The Union shall consult with the teachers in order to allow for verification by the teachers of their positioning on the seniority list.
- (iv) Where there is a conflict or disagreement in the positioning of the teacher on the tentative seniority list, such conflict or disagreement must be identified in writing by the teacher or the Union no later than December 15' of each year and if no conflict or disagreement is raised by that date, then the changes shall be made to the seniority list and the list shall be deemed to be accurate.
- (v) Only changes made to the initial lists since the last posting shall be grievable. The resulting lists shall be conclusive evidence of seniority of permanent and probationary contract teachers as employed by the Board.

14.02 Seniority shall mean the years of last consecutive service on a permanent or probationary contract with the Board. For greater certainty this shall mean date of hire with the Board or its predecessor Boards on a permanent or probationary contract including deemed service under the Teachers' Provincial Agreement.

14.03 Seniority shall be computed in the following manner:

- (i) years of consecutive service with the Board or its predecessor Boards, including all deemed service in accordance with the Teachers' Provincial Agreement;
- (ii) should the years pursuant to Article 14.03 (i) be equal then total years of service with the Board or its predecessor Boards;
- (iii) should the years pursuant to Article 14.03 (ii) be equal, then total years of service in the Province of Nova Scotia;
- (iv) should the years pursuant to Article 14.03 (iii) be equal, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie; and
- (v) should the tie remain, then the Director of Human Resources will use the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.

- 14.04 Any change in legal structure of the 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.
- 14.05 Seniority shall continue to accumulate:
- (i) during a teacher's absence as described in the Regulations under the Education Act or Teachers' Provincial Agreement;
 - (ii) during a leave of absence with pay;
 - (iii) during the holding of an administrative position with the Board;
 - (iv) during the period provided for a maternity leave and adoption leave;
 - (v) during a leave of absence without pay of less than one (1) year;
 - (vi) during a Educational Leave with pay;
 - (vii) during a teachers absence with pay, due to sickness or accident;
 - (viii) during the period of time that a teacher is on the Re-employment list pursuant to Article 14.09 of this Agreement; and,
 - (ix) in all other cases for which a professional agreement between the Union and the Board expressly provides.
- 14.06 Seniority shall be lost for any one of the following reasons:
- (i) resignation of the teacher;
 - (ii) dismissal which is uncontested or is confirmed by a Board of Appeal;
 - (iii) in the case of a probationary teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction; or
 - (iv) the passing of more than three (3) years since the non-reassignment of a teacher due to staff reduction.

Retention

- 14.07 Where it is absolutely necessary to invoke staff reduction it shall be accomplished whenever possible by natural attrition. Staff reduction shall not be invoked to release teachers liable to dismissal for cause.
- 14.08 In the event that staff reduction is necessary, teachers shall be retained by the Board as follows:
- (i) Firstly, permanent contract teachers, in accordance with the seniority list pursuant to Article 14.01 (i); and
 - (ii) Secondly, probationary contract teachers, in accordance with the seniority list pursuant to Article 14.01(i)

Procedures

- 14.09
- (i) Teachers directly affected by staff reduction policy shall be informed by the Director of Human Resources or a member of the Board management team as soon as a firm decision is made.
 - (ii) The Board shall provide a suitable letter outlining the reasons for any teacher leaving the employ of the Board because of staff reduction.
 - (iii) The Board shall maintain a Re-employment list of all teachers formerly employed by the Board who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the Board of all changes in address and failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate.
 - (iv) Positioning of a teacher on the list pursuant to Article 14.09 (iii) shall be based on the seniority of the teacher at the time of staff reduction;
 - (a) Firstly; permanent contract teachers in order of seniority;
 - (b) Secondly, probationary contract teachers in order of seniority;
 - (v) Teachers on the Re-employment List, according to their position on the list, shall be given first opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Board, provided they are qualified, in the opinion of the Board, to fill the position.

- (vi) Teachers on the Re-employment list shall be offered positions as they become available in the following order:
 - (a) firstly, vacant positions;
 - (b) secondly, full-time unfilled positions;
 - (c) thirdly, part-time unfilled positions;
- (vii) A teacher's name is removed from the list
 - (a) When the teacher accepts full time employment as a teacher; and
 - (b) When a teacher has been laid off for a period of three (3) years and is not re-employed by the Board.

14.10 Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and are to be given preference when substitutes are required, provided they are qualified to fill the position.

Programs

- 14.11
- (i) If the Director of Human Resources is of the opinion that the teacher, who is to be laid off in accordance with the seniority provision, is necessary to retain a full complement of teachers in a program, he/she may designate that teacher as being essential to the program.
 - (ii) In the event that the Union does not agree with the Board's decision, then a committee of two (2) members of the Union, two (2) members of the Board management team and the Regional Education Officer shall meet within ten (10) days to discuss the Director of Human Resources' decision and resolve the matter.
 - (iii) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be terminated unless there is a teacher in the system holding a permanent contract with greater seniority who is prepared to take further training for the position for which the teacher was deemed necessary for a full complement of teachers within a program.
 - (iv) The Superintendent shall, upon the request of the teacher who is prepared to take further training, grant a Leave of Absence without pay to enable the teacher to complete the appropriate training, as determined by the

Board, after consultation with the teacher. The Board shall act in a reasonable manner when determining the appropriate training.

- (v) If a teacher accepts further training,, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is undergoing further training returns to the system provided the retrained teacher is then immediately able to fill the requirements of the position.

ARTICLE 15 SECURITY OF POSITION

- 15.01 (i) By May 15 in each School Year, the Board shall formulate a probable staffing proposal for the following. year, said proposal to indicate the manner in which the Board intends to staff its schools and the allocation of supervisory personnel, specialists and teachers to the System and its schools. The probable staffing proposal shall identify all vacant or unfilled positions which are then known or reasonably foreseen.
- (ii) In preparing the staffing proposal the Director of Human Resources may designate a teacher as being essential to a program if necessary to retain a full complement of teachers in that program; and
- (iii) A teacher placed as a result of the designation of another teacher under this Article shall be considered to be in his/her original position for purposes of placement at the end of the School Year. In the event that the placements are mutually agreeable to the two affected teachers, both placements shall be made permanent.
- 15.02 At least two (2) weeks before May 15 in each School Year the Director of Human Resources and the three CSANE representatives on the Management-Teacher Committee shall meet to review the probable staffing proposal. The Director of Human Resources shall fairly consider any proposal made by the Union to meet the need through voluntary transfer(s).
- 15.03 The Board shall each year declare and demonstrate that it has a surplus or deficit of teachers for the following School Year. Part of said demonstration shall be that such surplus or deficit exists in each school.
- 15.04 Surplus teachers pursuant to Article 15.03 shall be notified in writing by the Director of Human Resources once the probable staffing formula has been reviewed.

- 15.05 Where surplus teachers are shown to exist in a school, the surplus shall be resolved in accordance with the following procedure:
- (i) The Director of Human Resources shall post in each school a list of all vacant and unfilled positions;
 - (ii) The Director of Human Resources shall then request volunteers to transfer to vacant and unfilled positions in other schools;
 - (iii) With the mutual agreement of the Director of Human Resources and a teacher, a teacher shall transfer to a vacant or unfilled position in another school; and
 - (iv)
 - (a) If there still are surplus teachers in a school after the implementation of Article 15.05 (ii) and Article 15.05 (iii), surplus teachers shall be identified by seniority, subject to program protection as provided for in Article 15.01 (ii) and shall be offered transfers to other vacant and unfilled positions for which they are qualified.
 - (b) If the transfer causes undue hardship, the teacher may request and the Board grant a one-year leave of absence with uninterrupted seniority, from the position to which they are assigned.
- 15.06 All transfers to vacant full-time positions accomplished pursuant to Article 15.05 shall be permanent.

ARTICLE 16 TRANSFER OF TEACHERS

- 16.01 Except as provided for in Article 15 - Security of Position, the Director of Human Resources may transfer teachers from one school to another only by mutual agreement of the teacher and the Director of Human Resources.
- 16.02 The Principal or the supervisory staff responsible for a non-school based staff or staff having multiple school assignments may transfer teachers from grade to grade or subject to subject only to program protection pursuant to Article 14.11 or by the activity described in Article 19.07. The Director of Human Resources shall provide in writing the reasons for the transfer if requested by the teacher.
- 16.03 Transfers necessitated by Article 15 - Security of Position shall be completed before voluntary transfers are considered.

Teacher Initiated Transfers

- 16.04 Teachers desiring a transfer shall submit an application in writing to the personnel manager according to the time frame described in the posting or advertisement.
- 16.05 There shall be at least two (2) rounds of transfers up to June 25th. Where there is mutual agreement of the parties to this Agreement, it may be declared that the transfer period be concluded before June 25th. Where there are no internal applicants for the posted positions, the transfer period shall be considered concluded for those positions.
- 16.06 Teachers who request a transfer to any of the available positions shall be accommodated on the basis of system seniority, if qualified. Notwithstanding system seniority, regional seniority as per Article 16.11 (iii) shall prevail within a region before a transfer has been accommodated for the whole system.
- 16.07 Teachers who are transferred after the last day of the summer break shall be granted a reasonable time as determined by the Board, free from teaching and/or supervisory duties, without loss of salary or benefits in order to effect the transfer.

Board Initiated Transfers

- 16.08 The Director of Human Resources and/or his/her designate shall meet with the President of CSANE or his/her designate to discuss all Board initiated transfers and the opportunity shall be given to both parties to make mutually agreed alterations.
- 16.09 Where a surplus teacher has not been placed and prior to the Director of Human Resources recommending a Board initiated transfer, the Director of Human Resources:
- (i) shall contact the teacher and arrange a mutually agreed upon consultation meeting date(s);
 - (ii) said meeting dates shall be within five (5) working days of the initial contact;
 - (iii) the consultation meetings shall be in person;
 - (iv) the teacher's wishes, place of residence, academic qualifications and past transfer record shall be given due consideration.

- 16.10 (i) In instances of Board initiated transfers necessitated by application of the staff reduction policy or program protection, the teacher transferred shall be offered the first available position for which he/she is qualified which becomes vacant at his/her original school.
- (ii) Such opportunity shall exist for a period of one (1) year from the time when the transfer was made effective.
- 16.11 Notwithstanding the provisions of Article 16 - Transfer of Teachers and Article 15 - Security of Position, the Board shall give first consideration and priority in all Board initiated transfer situations to place teachers according to the following:
- (i) firstly; to a school closest to the teachers residence;
- (ii) secondly, within the geographical area of the teachers former employing board recognized as a Board before amalgamation;
- (iii) thirdly, within the teachers region (Northeastern region, the Central region and the Southwestern region);
- (iv) fourthly, within the system.

School Closures and Re-alignments

- 16.12 In the event that school construction or school realignment results in the closure of a school or part of a school the following shall apply:
- (i) when an entire school is to be closed and replaced by another school, teachers shall be transferred with their assignment to the new school;
- (ii) when an entire school is to be closed and replaced by two or more other schools, the teachers shall be transferred with their assignment to the other schools and the school to which an individual teacher is transferred shall be that school where, based on the current teaching assignment, the teacher has been spending the greatest percentage of the teacher's time with the grades to be transferred from the current school;
- (iii) when only a partial school closure occurs, the teachers transferred shall be those teachers who, based on current assignments, have been spending the greater percentage of their time with the grades transferred;

- (iv) the teachers transferred in accordance with the provisions of this Article shall be placed in a similar position in the new site(s) or if a similar position does not exist, a mutually agreed upon position at the new site; and
 - (v) teachers may be considered surplus at the new site(s) in accordance with Article 15 - Security of Position. Individual designations made pursuant to this Article may be reviewed by the Management-Teacher Committee which will make every reasonable effort to resolve all designations.
- 16.13 Permanent contract teachers are eligible to apply for posted vacant positions which become available up to the thirty-first (31st) day of July of the current school year.

ARTICLE 17 TERM RECALL

- 17.01 (i) Following the placement of surplus teachers (Article 15), and the transfer of teachers (Article 16), all remaining vacant and unfilled positions shall become available within the region for the purpose of recalling term contract teachers. Every reasonable effort will be made to begin this process no later than one (1) week following completion of the transfers pursuant to Article 16.
- (ii) A full time term contract teacher employed with two (2) or more immediately preceding consecutive years of service with the Board will be placed in the same position held in the preceding school year, provided such position is available and provided said teacher has the qualifications, experience, abilities and competence necessary to fill the requirements of the position, in the opinion of the Director of Human Resources.
- (iii) Following the procedures outlined in Article 17.01 (ii), term contract teachers who have not been placed, for other than just cause, and who have a minimum of one hundred and seventy-five (175) days of term service in each of two (2) consecutive years or a cumulative total of at least three hundred and ninety days (390) in more than two (2) consecutive years will be considered for the remaining vacant and unfilled positions and placed provided said teachers have the qualifications, abilities, experience and competence necessary for the positions, in the opinion of the Director of Human Resources.
- (iv) Other term contract teachers employed by the Board within the previous 15 months may be considered.

ARTICLE 18 STAFF PLACEMENT

- 18.01 The Board shall place teachers in accordance with the following order of priority:
- (i) firstly, any teacher who has in the previous school year been transferred pursuant to Article 16.10 (i) shall be offered any vacant or unfilled position at his/her original school;
 - (ii) secondly, any teacher who has been declared surplus according to the provisions of Article 15.05 and teachers who cannot be placed after school closure and realignment pursuant to Article 16.12 shall be offered any vacant or unfilled position;
 - (iii) thirdly, teachers who have made application during two rounds of teacher initiated transfer according to the provisions of Article 16.05.
 - (iv) fourthly, teachers on the Re-employment List shall be hired according to the provisions of Article 14.09 (v);
 - (v) fifthly, teachers who have applied for positions posted pursuant to Article 19 - Vacancies and Appointments and Article 17 - Term Recall;
 - (vi) sixthly, transfers initiated by the Board according to the provisions of Article 16.09;
 - (vii) seventhly, new teachers shall be hired.

ARTICLE 19 VACANCIES AND APPOINTMENTS

- 19.01 A list of all teaching, and supervisory positions that become vacant or are created in the system shall immediately be sent by the Director of Human Resources or his/her designate to each school at least seven (7) calendar days prior to the closing date for applications and shall be immediately posted in the school or workplace by the Principal and/or the Union representative.
- 19.02 During summer vacation, such positions will be advertised in a provincial newspaper or, at the option of the Director of Human Resources, through an electronic means that is widely available to teachers. The Union and the teachers shall be informed as to the procedure to be used by the Human Resources Department.

- 19.03 Teachers presently in the employ of the Board shall be given priority in filling all vacant and unfilled positions within the system provided they possess the necessary qualifications. Where the final selection is between two internal candidates who, in the opinion of the Director of Human Resources are equally qualified and competent, seniority shall be the deciding factor.
- 19.04 Where posted qualifications and job description for a position have been significantly altered, the position shall be reposted.
- 19.05 In filling vacancies, the Board shall consider only written applications. If a vacancy is not filled from the original applicants, and the Board still wishes to fill the vacancy, the Board will call for further applications. All internal applicants will be considered and only the short listed candidates will be interviewed.
- 19.06 Interviews shall be held by the Board for all supervisory positions which become vacant. Administrative vacancies shall only be declared after consideration is given to Board initiated and/or teacher initiated requests for transfers to an equivalent position. Among the considerations in determining an equivalent position shall be the number of teachers and grade levels taught.
- 19.07 Vacancies can be filled within a school by realigning of staff provided that this is done with serious and meaningful consultation with the individual teachers affected, as well as group consultation if requested by administration or the teachers. Where the teacher disagrees with the realignment, a teacher shall have the right to, with a union representative present, meet with the Director of Human Resources or his/her designate. The decision of the Director of Human Resources shall be final.
- 19.08 In order to minimize disruption to students during the school year, the parties agree that where the Board determines there is a vacancy in a permanent teaching or supervisory position which occurs after the twentieth (20th) teaching day of the school year, the Board may fill the permanent teaching vacancy or the supervisory position on a temporary basis. The permanent vacancy will then be posted in sufficient time for the filling of the permanent vacancy prior to the commencement of the next school year.

ARTICLE 20 ADMINISTRATIVE APPOINTMENTS

- 20.01 Promotion of teachers to supervisory positions shall be based upon abilities, qualifications and experience.

- 20.02 Where abilities, qualifications and experience are shown to be relatively equal, seniority shall be the determining factor.
- 20.03 Notice of Vacancy will be posted by the Principal in the schools operated by the Board and, at the option of the Director of Human Resources, made CSAP Agreement 31 March 30, 2000 available by electronic means at least seven (7) days prior to the deadline for application for the position.

ARTICLE 21 ACCOMMODATION

- 21.01 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.
- 21.02 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.
- 21.03 Where there is agreement between the Board and the Union, provisions of this Article are not grievable under Article 45 - Grievance Procedure.

ARTICLE 22 TEACHER IN CHARGE

- 22.01 A teacher may be appointed by the Superintendent as a Teacher in Charge in accordance with this Article.
- 22.02 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article.
- 22.03 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 staff of the Board regional offices.
- 22.04 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 evaluation of instruction and personnel.

- 22.05 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.
- 22.06 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 23 INSURANCE

- 23.01 The Board shall pay fifty percent (50%) of the monthly premium of the NSTU Salary Continuation Policy for teachers presently enrolled in the plan and who are on a continuing contract with the Conseil scolaire acadien provincial and who were covered under the former Cape Breton District School Board Local Agreement at the time of the signing of this Agreement.
- 23.02 The Board shall pay thirty-five percent (35%) of the monthly premium of the NSTU Salary Continuation Policy for teachers presently enrolled in the plan and who are on a continuing contract with the Conseil scolaire acadien provincial who were covered under the former Conseil D'Ecole du Grand Havre Local Agreement at the date of the signing of this Agreement.
- 23.03 The Board shall pay twenty-five percent (25%) of the monthly premium of the NSTU Salary Continuation Policy for teachers presently enrolled in the plan and who are on a continuing contract with the Conseil scolaire acadien provincial who were covered under the former Antigonish District School Board and the Inverness District School Board Local Agreements at the date of the signing of this Agreement.
- 23.04 The Board shall pay twenty percent (20%) of the monthly premium of the NSTU Salary Continuation Policy for teachers presently enrolled in the plan and who are on a continuing contract with the Conseil scolaire acadien provincial who were covered under the former Kings District School Board Local Agreement at the date of the signing of this Agreement.
- 23.05 All clerical work shall be the responsibility of the NSTU Group Insurance Administration.

ARTICLE 24 MARKING AND PREPARATION TIME

- 24.01 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.
- 24.02 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.
- 24.03 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 (eg. class scheduling);
 - (vi) supervision of in-school suspension activities; and
 - (vii) recess supervision for primary to grade six.
- 24.04 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 36 of this Agreement.

ARTICLE 25 RETIREMENT ALLOWANCE

25.01 A Retirement Allowance shall be paid to a teacher who has been employed by the Board for ten (10) or more consecutive years and ceases employment with the Board or dies while in the service of the Board.

25.02 A Retirement Allowance 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) 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.

25.03 For all teachers in the former Antigonish District School Board who were hired prior to January 13, 1989, the Retirement Allowance shall be calculated as follows:

- (i) For at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
- (ii) For at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to Article 25.03 (i);
- (iii) For at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to Article 25.03 (i); and
- (iv) For at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to Article 25.03 (i).

25.04 For all teachers in the former Inverness District School Board and the former Conseil Scolaire Clare-Argyle District School Board who were hired prior to August 1, 1996, the Retirement Allowance shall be calculated as follows:

The Retirement Allowance shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual

rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

25.05 For all teachers in the former Conseil D'Ecole du Grand Havre who were hired prior to August 1,1996 the Retirement Allowance shall be calculated as follows:

(i) <u>Years of Service with the Board</u>	<u>Percent of Salary</u>
10	5.00%
11	6.00%
12	7.00%
13	8.00%
14	9.00%
15	10.00%
16	11.00%
17	12.00%
18	13.00%
19	14.00%
20	15.00%
21	16.00%
22	17.00%
23	18.00%
24	19.00%
25	20.00%
26	21.00%
27	22.00%
28	23.00%

(ii) The Retirement Allowance shall be calculated at the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

25.06 For all teachers in the former Kings District School Board the Retirement Allowance shall be calculated as follows:

(i) Up to and including July 31, 1989, the Retirement Allowance shall be on a "years of service" basis. From August 1, 1989, the Retirement Allowance shall be on the basis of service with the Board.

(ii) Up to and including July 31, 1989, the Retirement Allowance shall be one percent (1%) for each year of teaching service multiplied by the annual salary applicable to the teacher on the day of retirement.

- (iii) Effective August 1, 1989, the Retirement Allowance shall be determined by multiplying the annual salary applicable to the teacher on the day of retirement by:
 - (a) one percent (1%) for each of the first ten (10) years of service with the Board;
 - (b) one and one-quarter percent (1.25%) for each of the next ten (10) years of service with the Board; and
 - (c) one and one-half percent (1.5%) for each of the next ten (10) years of service with the Board.

- 25.07 For all teachers hired by the former Antigonish District School Board after January 13, 1989, the former Cape Breton District School Board and the former Richmond District School Board and for all other teachers hired by the Conseil scolaire acadien provincial after August 1, 1996, the Retirement Allowance shall be calculated as follows:
 - (i) For at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2,600.00); and
 - (ii) For each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7,800.00) upon completion of thirty (30) years of service.

- 25.08 A teacher shall be entitled to file with the Board, a written Designation of Beneficiary for the purpose of the payment of a Retirement Allowance pursuant to a teacher who dies in the service of the Board.

- 25.09 The Retirement Allowance shall be paid in one (1) lump sum or in equal monthly instalments at the option of the teacher.

- 25.10 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for the purposes of purchasing past service, the lesser of:
 - (i) The full Retirement Allowance available to the teacher; or
 - (ii) The actual amount required by the Pension Fund for the purchase of past service.

- 25.11 The following conditions must be met before funds shall be released pursuant to Article 25.10:
- (i) The teacher has resigned his/her position;
 - (ii) The teacher requests the Board, in writing, to release the funds; and
 - (iii) The teacher files with the Board, a letter from the Pension Services Group stating the amount of funds required to purchase the past service.
- 25.12 Retirement Allowance shall be due and payable immediately after the necessary documentation is supplied.

ARTICLE 26 TRAVEL ALLOWANCE

- 26.01 Teachers who, as a condition of employment, must travel in the performance of their duties, shall be paid a Travel Allowance at the rate normally paid by the Board.
- 26.02 Teachers who teach at more than one school shall be assigned by the Board to a base school. The base school shall be the school in which the teacher teaches the greatest percentage of his or her time. If the teacher teaches an equal, amount of time at more than one (1) school, then the base school shall be the school closest to the teacher's ordinary place of residence.
- 26.03 The travel allowance shall be applied as follows:
- (i) travel incurred as part of a teacher's normal duties, except that travel from the teacher's place of residence to the base school and return shall be excluded;
 - (ii) travel required from the base school to attend in-service sessions, and other meetings called by the Board or agents.
- 26.04 Notwithstanding Article 26.03 (ii), travel required from the base school to attend in service sessions, and other meetings called by the Board or its agents, of forty (40) or fewer kilometers return shall be at the expense of the teacher. Travel in excess of forty (40) kilometers return shall be paid to the teacher by the Board from kilometer zero.

26.05 The parties to this agreement shall encourage teachers to travel together when attending the same meeting/in-service/conference when circumstances make it reasonably practicable.

ARTICLE 27 ADVANCE REPORTING CREDIT

27.01 Teachers, including school administrators, who are requested in writing by a supervisor through the Director of Human Resources and who agree to work during any part of the school year other than the one hundred ninety-five (195) days prescribed shall be granted time off, at times mutually agreed upon, to a maximum of five (5) days to compensate for such time worked.

ARTICLE 28 SUBSTITUTE TEACHERS

28.01 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.

28.02 For the purposes of Article 28.01, "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 inhere the , absence of the teacher occurs unexpectedly during the school day and administrative personnel are available to assume the duties of the absent teacher; and
- (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.

28.03 Substitute teachers shall be hired when teachers are attending Retirement Seminars pursuant to Article 47 - Retirement Seminar.

28.04 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 28.01 shall be deemed to have been satisfied.

ARTICLE 29 EI PREMIUM REDUCTION REBATE

29.01 The EI premium reduction rebate shall be forwarded to the NSTU Central Office no later than March 31 of each year.

ARTICLE 30 RIGHT TO UNION REPRESENTATION

30.01 Every teacher shall have the right to have a Union representative at any discussion with supervisory or administrative personnel when dealing with matters of discipline, discharge or grievance.

30.02 Notwithstanding Article 30.01, any meeting called by supervisory or administrative personnel 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.

30.03 An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of a written warning, reprimand, a suspension or the dismissal of the teacher. Any interview which does not intend any of the aforementioned procedures shall not be considered a meeting for disciplinary purposes.

ARTICLE 31 OCCUPATIONAL HEALTH AND SAFETY

31.01 The Board, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of health and safety. All parties agree to comply with all applicable provisions of the Nova Scotia Occupational Health and Safety Act and its Regulations.

ARTICLE 32 NEGOTIATING MEETINGS

32.01 (i) 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;

(ii) The Board shall provide substitute teachers in accordance with Article 28 - Substitute Teachers for up to twenty (20) days. For any days in excess of twenty (20) pursuant to Article 32.01 (i), the Union shall reimburse the Board for the cost of any substitute(s).

ARTICLE 33 PUPIL TRANSPORTATION

- 33.01 No teacher, while acting as an agent of the Board and within the scope of his or her responsibilities, shall transport students to or from educational events in his/her own vehicle without prior approval of the Board or its representative. To obtain said approval, each teacher shall have the appropriate driver's license and insurance coverage for Public Liability and Property Damage in the amount required by the Motor Vehicle Act and any applicable and/or relevant regulations provided such amount is not less than one million dollars (\$1,000,000.00).
- 33.02 (i) 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; and
- (ii) The Board shall inform teachers in writing by memo that such insurance has not been obtained and that transportation of pupils by teachers is not authorized.
- 33.03 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 license; and
- (ii) provide release time for the teacher's driving test whenever a test is necessary and must be scheduled during the school day.

ARTICLE 34 LIABILITY INSURANCE

- 34.01 Each teacher, while acting as an agent of the Board and within the scope of his or her responsibilities, shall be an additional named insured under the Board's liability insurance policy. This policy will provide a minimum coverage of three million dollars (\$3,000,000.00) and will be the first payer in respect to claims made against a teacher while acting as an agent of the Board and within the scope of his or her responsibilities.

ARTICLE 35 LEGAL ASSISTANCE AND PROTECTION

- 35.01 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend him/her, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, the Board shall be relieved of all obligations under this Article.
- 35.02 The provision of this Article shall apply to all teachers (regular, term, and substitute) while in the employ of the Board.

ARTICLE 36 MANAGEMENT-TEACHER COMMITTEE

- 36.01 The Board and the Union shall establish a Management-Teacher Committee consisting of up to three (3) teachers appointed by CSANE and up to three (3) representatives of the Board's management team. A representative of the Board and a representative of the teachers shall be named co-chairs and they shall take turns chairing Committee meetings.
- 36.02 By establishing a discussion forum, the committee shall strive to promote good communication and efficient work relations between the parties. The Committee shall have no power to make decisions or recommendations nor shall it be able to take on the usual function of the grievance or collective bargaining procedures between the parties.
- 36.03 The meetings shall take place by teleconference at least twice a year, at times which do not interfere with the teacher's teaching responsibilities. Furthermore, the Committee shall determine its own procedures by mutual agreement of the Committee members.
- 36.04 A meeting of the Committee above the number designated in Article 36.03 may be called by either party provided there is at least two (2) weeks notice and that the date of the meeting is mutually agreeable to both parties.

ARTICLE 37 FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 37.01 Where an allegation of inappropriate behavior 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 teachers re-entry into the workplace, which may include alternative placement within the system.

37.02 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 38 VIOLENCE AGAINST TEACHERS

38.01 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.

38.02 The parties recognize the responsibility of teachers and principals to keep order and discipline in their schools.

ARTICLE 39 ADDITIONAL INSTRUCTIONAL SERVICES

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

ARTICLE 40 THEFT OR DAMAGE OF TEACHERS PROPERTY

40.01 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.

40.02 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 41 LANGUAGE OF NEGOTIATIONS

- 41.01 During future negotiations between the two parties the language spoken at the bargaining table shall be French.
- 41.02 All proposals to be considered at the bargaining table shall be submitted in French. This includes counter proposals submitted during discussions at the bargaining table.
- 41.03 All reference materials such as legislation, research documents, etc. may be submitted at the bargaining table in the language in which the reference materials were initially prepared, unless the translations are available.
- 41.04 The collective agreement shall be printed in both English and French and shall be official in both languages.

ARTICLE 42 BOARD MINUTES AND INFORMATION

- 42.01 The Board shall supply the President of CSANE with a copy of the approved minutes.

- 42.02 The Board shall supply the President of CSANE with a copy of its budget, after the budget has been approved by the Board, and a copy of its audited statements.
- 42.03 The Board shall notify the President of CSANE in writing of all teachers who apply for voluntary transfer as per Article 16.05 and all teachers granted voluntary transfer as per Article 16.05.
- 42.04 The Board shall inform the President of CSANE of any termination of contracts within five (5) days of termination.

ARTICLE 43 SCHOOL YEAR

- 43.01 The operational calendar of the school year shall be consistent with the Teachers' Provincial Agreement and shall be established by the Superintendent after consultation with CSANE.

ARTICLE 44 CONTRACTING OUT

- 44.01 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.
- 44.02 This Article shall not be interpreted so as to prevent the Board from:
- (i) employing educational 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 cooperative education/work experience programs; and,
 - (v) subject to the Teachers' Provincial Agreement, operating adult day schools/learning centres and/or adult education programs.

ARTICLE 45 GRIEVANCE PROCEDURE

45.01 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.

45.02 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, with regional representation, shall be known as the Grievance Committee. The Union shall inform the Director of Human Resources in writing of the members of the Committee or any change in the membership.

45.03 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.

45.04 Step 1

- (i) 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 gives 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.
- (ii) 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

- (i) 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.
- (ii) 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.

- (iii) The Director of Human Resources shall reply in writing to the Union Grievance Committee within ten (10) working days of the meeting.

Step 3

If the matter is not resolved at Step 2 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 at Step 2, that the grievance shall be referred to arbitration.

- 45.05 The Arbitrator, who shall be fluent in both English and French, 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 45.04. 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.
- 45.06 With mutual agreement, the parties may use a three-person Board of Arbitration, whose members shall be fluent in both English and French.
- 45.07 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Board, the Union and the teacher(s).
- 45.08 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.
- 45.09 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.
- 45.10 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.
- 45.11 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 45.12 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.

- 45.13 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.

ARTICLE 46 SHARED TEACHING

- 46.01 The parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".
- 46.02 Any permanent contract teacher shall be free to enter a shared teaching arrangement with any other permanent contract teacher or any other teacher approved by the Director of Human Resources.

ARTICLE 47 RETIREMENT SEMINAR

- 47.01 Teachers within three (3) years of retirement shall, upon request, be given two (2) days to attend a Retirement Seminar sponsored by the Nova Scotia Teachers Union.
- 47.02 Teachers shall be permitted to attend only one such seminar, scheduling and preference in attendance shall be given first to those teachers closest to retirement.

ARTICLE 48 FAIRNESS

- 48.01 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 49 RETIREMENT AGE

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

49.02 Provisions may be made for teachers to continue in employment after retirement age on a year-to-year basis subject to mutual agreement of the teacher and the Superintendent.

Dated in Dartmouth, Nova Scotia this 30th day of March , 2000

Yvon Samson

Chair, Conseil scolaire
acadien provincial

D. H. McIntyre

President, Nova Scotia Teachers
Union

Réjean Sirois

Superintendent, Conseil
scolaire acadien provincial

Gérard Cormier

President, Conseil syndical acadien
de la Nouvelle-Écosse

P. Earl Muise

Witness to all of the above signatures

APPENDIX "A"

CONSEIL SCOLAIRE ACADIEN PROVINCIAL
BUREAU REGIONAL - HALIFAX
73, promenade Tacoma, bureau 800
Dartmouth N.-E. B2W 3Y6
Telephone: (902) 435-1770
Telecopieur: (902) 435-3614

REQUEST FOR MEDICAL INFORMATION

A. PHYSICIAN'S SECTION

TO THE PHYSICIAN: Your patient is an employee of the CSAP. Due to the employee's absence(s) from work, the Board requires information concerning the employee's current medical condition and the prognosis for this employee providing regular attendance in the relatively near future. PLEASE COMPLETE THIS FORM ONLY IF YOU HAVE BEEN TREATING THE EMPLOYEE DURING THE ILLNESS IN QUESTION. YOUR COOPERATION IS APPRECIATED. Any charges made for the completion of this form should be forwarded to the School Board.

1. Patient's name: _____

2. Patient's address: _____

3. Date(s) you attended the. employee: _____

4. What is the employee's medical condition: _____

5. Duration of current illness or injury: FROM: _____ TO: _____

6. Has the patient had the same or similar condition before: YES _____ NO _____
(if YES, state when and describe the duration and any other relevant information)

7. Has the patient's current illness prevented him/her from reporting for and performing his/her job?

YES _____ NO _____

If so, please explain why:

8. Are there restrictions on any other types of activities the employee can engage in?

9. Is the employee's medical conditions temporary or permanent?

10. Is the employee's medical condition static or progressive?

11. What is the prescribed course of treatment for the employee's medical condition?

12. What is the normal period of recovery from the employee's medical condition?

13. What is the prognosis for the employee's recovery?

14. Date the employee will be able to return to regular duties at work: _____ 20__

15. Physician's name and address:

PHYSICIAN'S SIGNATURE:

DATE:

Other remarks (use additional sheet if necessary):

B. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information as well as any follow-up information concerning my current illness or injury to my Employer, le Conseil scolaire acadien provincial. I understand that I will receive a copy of any medical information received by my Employer from my physician and will be made aware of any further requests for medical information by the Conseil.

EMPLOYEE'S SIGNATURE:

DATE:

VEUILLEZ VOUS ASSURER QUE CE FORMULAIRE EST REMPLI, SIGNS ET
RETOURNE AU BUREAU REGIONAL-HALIFAX, D'ICI LE: _____ Merci!

APPENDIX "B"

SHARED TEACHING

Eligibility

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

Percentage ,

Shared teaching is only possible on a fifty percent (50%) fifty percent (50%) basis.

Certificate

One of the shared teachers must have a permanent contract with the Board.

Application

The applications must be submitted on or before March 15' of the school year prior to the school year in which the shared teaching is to occur. The Board will respond to all applications by April 30`.

Supporting Documents

The applications must be accompanied by:

- (i) the proposed, teaching schedule;
- (ii) the recommendation of the school principal;
- (iii) the recommendation of the Director of Human Resources.

Approval

Approval is at the discretion of the Board.

Contract

- (i) The teachers shall be employed on a term contract.
- (ii) The teachers shall be deemed to be on permanent contract as provided by the Teachers' Provincial Agreement.
- (iii) The teachers must also sign the Shared Teaching Contract.

Return to Full-Time Position

The return to full-time position is at the option of the teachers from school year to school year providing the teachers would not have otherwise been terminated.

Teacher Evaluation

Teachers involved in a shared teaching arrangement shall be evaluated in accordance with the normal evaluation criteria plus evaluations as to how the teachers work as a team.

Duration

Each shared teaching application is for a one (1) year period.

Re-application

To continue a shared teaching arrangement beyond a one (1) year period, reapplication is required. There is no obligation on the part of the Board to approve or continue any or all shared teaching arrangements.

Salary

Salary will be fifty percent (50%) of the teacher's applicable annual salary. The teacher who works either the first one-half (1 /2) of the school year or the second one-half (1 /2) of the school year shall be paid the salary entitlement during his or her time of teaching.

Method of Payment

Unless alternate arrangements are agreed to by the parties, salary payments will be made on a regular basis for the entire school year on the same schedule as for full-time teachers.

Seniority

Each sharing teacher shall accumulate one (1) full year of seniority for each year of participation in a shared teaching arrangement.

Pension

Each sharing teacher shall receive credit for pension purposes for ninety-seven and one-half (97 1/2) days for each year of participation in a shared teaching arrangement.

Parental Visitation

Both teachers in a shared teaching arrangement shall be present for Parent Visitation sessions. If school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid.

In-Service Days

When in-service is held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is encouraged to attend.

Application for Shared Teaching Position

Participating Teachers:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Professional #: _____

Professional #: _____

Present Teaching Assignment

School: _____

School: _____

Grade: _____

Grade: _____

Subjects: _____

Subjects: _____

We the above named teachers hereby apply for a Shared Teaching position for the school year.

The position we wish to share involves teaching _____ subjects at the _____ grade level at _____ (school).

We understand that approval or rejection of this application is at the option of the Board.

Please find enclosed:

1. A copy of our proposed teaching schedule with rationale.
2. Recommendation of school principal.
3. Recommendation of Director of Human Resources.

Teacher's Signature

Teacher's Signature

Date

Date

SHARED TEACHING CONTRACT

Section I

I, _____ hereby agree to enter a shared teaching arrangement with for the school year _____.

I have read the terms and conditions of the Shared Teaching Agreement as negotiated between the Nova Scotia Teachers Union and the Conseil scolaire acadien provincial and agree to enter a shared teaching arrangement subject to said terms and conditions.

The said terms and conditions referred to above are contained in Article 46 and Appendix "B" Shared Teaching Provisions and the Professional Agreement between the Nova Scotia Teachers Union and Conseil scolaire acadien provincial.

Witness

Teacher's Signature

Date

Section II

In accordance with the terms and conditions related to Shared Teaching approval is given the above mentioned teacher to participate in a Shared Teaching position for a period of one (1) year beginning on _____ and terminating on. _____

Witness

Signature on behalf of the Board

Date

SHARED TEACHING POSITION

We, the teachers involved in this Shared Teaching Application wish to split this position by alternately teaching _____.

We understand that this or any shared teaching schedule, if approved, cannot be altered or changed throughout the school year without the written permission of the Conseil scolaire acadien provincial.

RATIONALE FOR PROPOSED SCHEDULE

Teacher's Signature

Teacher's Signature

Date

Date

SHARED TEACHING POSITION
CONSEIL SCOLAIRE ACADIEN PROVINCIAL

Recommendation of School Principal:

Signature of Principal

School

Date

Recommendation of Director of Human Resources:

Signature of the Director of Human Resources

Date

APPENDIX "C"

List of Teachers Eligible for Retirement Allowance under Former Local Agreements

APPENDIX "D"

List of Teachers Eligible for Salary Continuation Benefits under Former Local Agreements.

APPENDIX "E"

ARBITRATION AWARD

The parties agree that the following language guidelines shall apply during negotiations between the parties:

1. Each party at the bargaining table may proceed in English or in French.
2. Translation services shall be provided, as required, by a consecutive translator, not involved in the negotiations, whose fees and expenses shall be borne equally by the parties, i.e. the CSAP and the NSTU. The parties may agree to different modes of translation, however, as a minimum requirement, either party may require the services of a consecutive translator.
3. All proposals to be considered at the bargaining table shall be submitted in English and in French unless otherwise agreed to by the parties. This includes counter-proposals submitted during discussions at the bargaining table.
4. When articles are "signed off" at the negotiating table, they must be signed off simultaneously in both languages.
5. All reference materials such as legislation, research documents, etc., may be submitted at the bargaining table in the language in which the reference materials were initially prepared, unless the translations are available.
6. The collective agreement shall be printed in both English and in French and shall be official in both languages.
7. If either party requests, the entire agreement shall be submitted for a final review involving the parties and a language expert mutually agreed upon to ensure that there are no discrepancies between the English and French versions. The fees and expenses of the language expert shall be the responsibility of the CSAP and the NSTU.

LETTER OF UNDERSTANDING #1

Finalized Seniority List

WHEREAS the parties have agreed that it is desirable to develop a Finalized Seniority List that, when finally approved by the parties, shall be conclusive evidence of the seniority of all permanent and probationary teachers to that point in time. Thereafter, annual revisions to the list would involve only adding new service or deleting names in accordance with the provisions of the Article 14 -Seniority and Retention. Once the final list is approved by the parties, service for all prior years would be fixed as of the date of signing this Finalized Seniority List; and

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

NOW THEREFORE the parties agree that notwithstanding Article 14 - Seniority and Retention, the following procedures shall apply to reach a Finalized Seniority List which can be agreed to by both parties for service as of July 31, 1999.

- .01 The Coordinator of Labour Relations and three (3) representatives of CSANE with regional representation shall develop by no later than two months after the signing of this contract, a tentative seniority list pursuant to the provisions of Article 14 - Seniority and Retention. Said list shall include the names and seniority of all permanent and probationary contract teachers employed by the Board as of July 31,1999.
- .02 The list pursuant to clause .01 above shall be posted in all schools under the jurisdiction of the Board.
- .03 Any teacher must challenge his/her position' on the tentative seniority list within twenty-one (21) days from the date of posting by filing written notice of objection with the Coordinator of Labour Relations and the CSANE Vice-President Economic Welfare. Any such challenge must be accompanied by written documentation upon which the teacher is relying to dispute the validity of the tentative seniority list. The parties shall meet to resolve the objection.
- .04 The Coordinators of Labour Relations will respond to all challenges within 15 days of receipt of any such challenge.
- .05 In the event that the Coordinator of Labour Relations and the Union are unable to reach agreement, the matter shall be referred to arbitration.
- .06 After all such challenges have been settled, copies of the revised seniority list shall be deemed to be approved by both parties and no further challenges may be raised by any teacher in respect to seniority as of July 31,1999.

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

Yvon Samson

Chair, Conseil scolaire
acadien provincial

D. H. McIntyre

President, Nova Scotia Teachers
Union

Rejean Sirois

Superintendent, Conseil
scolaire acadien provincial

Gerard Cormier

President, Conseil syndical acadien
de la Nouvelle-Écosse

P. Earl Muise

Witness to all of the above signatures

LETTER OF UNDERSTANDING #2

HARASSMENT AND ABUSE OF TEACHERS

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

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

AND WHEREAS the teachers employed by the Conseil scolaire acadien provincial wish input into which policy/practices will be adopted by the Board;

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

- (i) The parties agree to appoint six (6) members to this Committee, three (3) who shall represent the Board management team and three (3) who shall represent the Union within sixty (60) days of the signing of this Agreement.
- (ii) The Committee noted in (i) shall meet within thirty (30) days of the release of the report of the provincial Harassment and Abuse of Teachers Committee.
- (iii) The Committee shall determine its own operating procedures and the chair of the Committee shall alternate between the parties from meeting to meeting.
- (iv) Where the Committee can reach agreement on any recommendation from the provincial report, the parties shall make all necessary arrangements to amend this Agreement, if required, within sixty (60) days of the final meeting of the Committee. This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

Chair, Conseil scolaire
acadien provincial

D. H. McIntyre

President, Nova Scotia Teachers
Union

Superintendent, Conseil
scolaire acadien provincial

President, Conseil syndical acadien
de la Nouvelle-Écosse

Witness to all of the above signatures