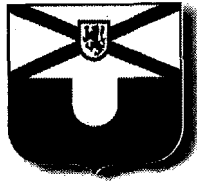


11317



# **COLLECTIVE AGREEMENT**

between the

**CONSEIL SCOLAIRE ACADIEN  
PROVINCIAL**

and the

**NOVA SCOTIA TEACHERS UNION**

**June 9, 2003 - March 31, 2005**

11317(02)

## INDEX

<b>Article</b>	<b>Title</b>	<b>Page</b>
	Preamble	5
1	Term of Agreement	5
2	Definitions	5
3	Printing of Agreement	7
4	Recognition	7
5	Method of Payment	7
6	Sick Leave	9
7	Special Leave	10
8	Leave of Absence	11
9	Union Release Time	13
10	Teacher Exchange	13
11	Teacher Assignment	14
12	Seniority and Retention	15
13	Security of Position	18
14	Transfer of Teachers	19
15	Term Recall	22
16	Staff Placement	22
17	Vacancies and Appointments	23
18	Administrative Appointments	24
19	Teacher In Charge	24
20	Substitute Teachers	25
21	Right to Union Representation	26
22	Occupational Health <b>and</b> Safety	26
23	Pupil Transportation	26
24	Legal Assistance and Protection	26
25	Management Teacher Committee	27
26	Violence Against Teachers	27
27	Additional Instructional Services	28
28	Theft or Damage of Teacher's Property	28
29	Language of Negotiations	29
30	Board Minutes and Information	29
31	Grievance Procedure	29
32	Shared Teaching	32
33	Retirement Seminar	32
34	Fairness	32
35	Retirement Age	32
36	Itinerant Teachers	32
37	Collection of Money	33

Letter of Understanding #1		
	Harassment and Abuse of Teachers	34
Appendix A	Request for Medical Information	35
Appendix B	Shared Teaching	38

## ALPHABETICAL INDEX

Article	Title	Page
27	Additional Instructional Services	28
18	Administrative Appointments	24
30	Board Minutes and Information	29
37	Collection of Money	33
2	Definitions	5
34	Fairness	32
31	Grievance Procedure	29
36	Itinerant Teachers	32
29	Language of Negotiations	29
8	Leave of Absence	11
24	Legal Assistance and Protection	26
25	Management Teacher Committee	27
5	Method of Payment	7
22	Occupational Health and Safety	26
	Preamble	5
3	Printing of Agreement	7
23	Pupil Transportation	26
4	Recognition	7
35	Retirement Age	32
33	Retirement Seminar	32
21	Right to Union Representation	26
13	Security of Position	18
12	Seniority and Retention	15
32	Shared Teaching	32
6	Sick Leave	9
7	Special Leave	10
16	Staff Placement	22
20	Substitute Teachers	25
11	Teacher Assignment	14
10	Teacher Exchange	13
19	Teacher In Charge	24
1	Term of Agreement	5
15	Term Recall	22
28	Theft or Damage of Teacher's Property	28
14	Transfer of Teachers	19
9	Union Release Time	13
17	Vacancies and Appointments	23
26	Violence Against Teachers	27

Letter of Understanding #1		
	Harassment and Abuse of Teachers	34
Appendix A	Request for Medical Information	35
Appendix B	Shared Teaching	38

This Agreement **made** this 9th **day** of June, 2003.

**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 2005, 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:

- (a) “Abilities” means the acquired proficiency to effectively deal with teaching/administrative situations which are likely to arise in classrooms, schools or Regional Offices;
- (b) “Agreement” means this professional agreement between the Board and the Union;
- (c) “CSANE” means the Conseil Syndical Acadien de la Nouvelle Écosse which represents teachers under the employ of the Conseil scolaire acadien provincial;
- (d) “CSAP” means the Conseil scolaire acadien provincial;
- (e) “Displaced teacher” means a surplus teacher who, following an opportunity to voluntarily transfer, has not obtained another teaching position of his/her choice for the ensuing school year and who is being placed in a teaching position through a Board Initiated Transfer;

- (f) “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;
- (g) “Fiscal year” means the period from and including the first (1<sup>st</sup>) day of April in any year up to and including the thirty-first (31<sup>st</sup>) day of March in the next calendar year;
- (h) “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;
- (i) “Regional representation” means having teachers placed on Committees under this Agreement representing each of the three (3) regions [Northeastern, Central, Southwestern] of the province;
- (j) “School” means, for the purposes of Article 12 – Seniority and Retention and under Article 14 – 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;
- (k) “School year” means the period from and including the first (1<sup>st</sup>) day of August in any year up to and including the thirty-first (31<sup>st</sup>) day of July in the next calendar year;
- (l) “Superintendent of Schools” means a teacher appointed by the Board to be in charge of the school system;
- (m) “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;
- (n) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union;
- (o) “Unfilled position” means a position for which there is an incumbent teacher;

- (p) “Vacant position” means a position for which there is no incumbent teacher;
- (q) “Working day” means 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.
- 3.04 The Union shall be responsible for the distribution of the Agreement to its members.

### **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 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 5.03 and Article 5.04, commencing in the 2004-2005 school year, teachers shall receive an itemized statement of deductions on their payroll stub on or before each pay day. Upon implementation of the SAP-HR/Payroll system, the pay and deductions will be made available electronically through the Employee Self Service (ESS) application only.
- 5.06 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.
- 5.07 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.
- 5.08 (a) Overpayment of salary made in error by the Board to a teacher shall be recovered by withholding the amount of such overpayment in equal deductions from the pay due the teacher within a twelve (12) month period or such lesser period, as the teacher may be under contract with the Board or such other period that the Board and the teacher may agree in writing. If the amount owing exceeds three thousand dollars (\$3,000) the Board agrees to extend the repayment schedule to twenty-four (24) months or such lesser period as the teacher may be under contract.
- (b) The Board will not attempt to recover any overpayment of salary unless notice of overpayment has been given by the Board to the teacher no later than February 28 following the school year in which the overpayment occurred.
- (c) Notwithstanding Article 5.08 (a), the teacher shall only be responsible to repay the net amount of overpayment, calculated according to Federal regulations.
- 5.09 If a grievance has been filed by a permanent contract teacher in respect of an overpayment, the period of recovery under Article 5.08 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 - SICK LEAVE**

- 6.01 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.
- 6.02 Notwithstanding Article 6.01, 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 6.01 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 in the school year.
- 6.03 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 6.01. For greater certainty, the maximum number of sick days that may be claimed shall be two hundred and thirty-five (235).
- 6.04 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave pursuant to Article 6.01, has been expended.
- 6.05 Accumulated days used shall be deducted from the accumulated total.
- 6.06 On or before November 1, 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 Agent at the request of the teacher.
- 6.07 Where a teacher is employed by the Board, the Board shall credit the teacher, at the moment when he/she receives a permanent contract, 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.
- 6.08 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.
- 6.09 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.

- 6.10 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 6.01 shall not accumulate and cannot be claimed during the Leave.
- 6.11 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.
- 6.12 The total amount of Sick Leave accumulated by 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.
- 6.13 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.
- 6.14 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 7 - SPECIAL LEAVE**

- 7.01 (a) 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;
- (b) 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;
- (c) Where the burial occurs outside the Province, the Director of Human Resources may grant up to two (2) additional days for travel.
- (d) Where the interment or memorial service for immediate family pursuant to Article 7.01 (a) is not held within the five (5) day period immediately following the death, one (1) day of the Leave may be taken on the date of the interment or memorial service.

- 7.02 (a) The Board shall grant up to five (5) days leave with pay necessitated by each serious illness in the immediate family pursuant to Article 7.01 (a).
- (b) Leave pursuant to Article 7.02 (a) 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.
- 7.03 (a) The Director of Human Resources shall grant up to seven (7) days leave with pay for urgent and imperative reasons. Leave pursuant to Article 7.03 (a) shall be entirely within the discretion of the Director of Human Resources.
- (b) Leave pursuant to Article 7.03 (a) 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.
- 7.04 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.
- 7.05 Upon request, the Director of Human Resources may give consideration to allow teachers to attend the funeral of a teacher, student, Board employee or school volunteer.
- 7.06 When a substitute teacher is required to attend court proceedings on behalf of the Board, these days shall be claimable days.

#### **ARTICLE 8 - LEAVE OF ABSENCE**

- 8.01 The Board shall grant a one (1) year Leave of Absence without pay to any permanent contract teacher who applies for such a leave.
- 8.02 (a) Notwithstanding Article 8.01, 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.
- (b) Notwithstanding Article 8.02 (a), 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.

- (c) Where the right in Article 8.02 (a) and Article 8.02 (b) is exercised by the Board, the Board shall justify the decision on the request of the Union.
- 8.03 The Board may grant an additional year's Leave of Absence without pay to any permanent contract teacher on Leave of Absence.
- 8.04 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 at least two (2) months prior to the anticipated date of commencement. In exceptional circumstances the Superintendent may grant a Leave with less than two (2) months notice.
- 8.05 Applications for Leave of Absence shall be submitted in writing to the Director of Human Resource: 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 15<sup>th</sup>.
- 8.06 Applications for Leave of Absence for the purpose of serving as an official of a teachers' professional organizations shall be submitted on or before June 15<sup>th</sup> of the school year prior to the one in which Leave is desired.
- 8.07 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 8.09. Failure to notify before May 15 will relieve the Board of the obligation to offer such a teacher a position for the ensuing school year.
- 8.08 (a) 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;
- (b) Notwithstanding Article 8.08 (a), a teacher shall retain the accumulation of his/her Retirement Allowance benefit while on leave.
- 8.09 Upon return from a Leave of Absence, a teacher shall be reinstated:
- (a) 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
- (b) to a position mutually agreed upon by the teacher and the Board.

## **ARTICLE 9 - UNION RELEASE TIME**

- 9.01 The Board shall provide a bank of fifteen (15) 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.
- 9.02 In addition to the days provided for in Article 9.01, 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).
- 9.03 Days as provided for in Article 9.01 and Article 9.02 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.
- 9.04 (a) Up to five (5) days pursuant to Article 9.01 which are unused in one (1) school year shall be carried forward to the next school year;  
(b) Notwithstanding Article 9.04 (a), the maximum number of days above the bank in Article 9.01 which CSANE may accumulate for Union release time shall be five (5) days.
- 9.05 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 10 -TEACHER EXCHANGE**

- 10.01 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.
- 10.02 The Director of Human Resources shall undertake to publish a list by March 15<sup>th</sup> of teachers desiring exchanges within the Board and invite applications from interested teachers by April 15<sup>th</sup>.
- 10.03 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.

- 10.04 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 15<sup>th</sup>. 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.
- 10.05 For an exchange agreement to continue for a second year, an application must be made to the Director of Human Resources by April 15<sup>th</sup>. If all parties agree, the exchange may continue a second year.
- 10.06 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<sup>th</sup>. If all parties agree, the exchange shall become permanent.
- 10.07 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 13 – Security of Position, then the exchange arrangement shall be null and void.

#### **ARTICLE 11 - TEACHER ASSIGNMENT**

- 11.01 Each teacher on a permanent or probationary contract shall be notified in writing by the Principal of the major subject area and/or grade level for the next year, prior to June 15<sup>th</sup>. This date may be extended by mutual agreement between the parties.
- 11.02 The Superintendent may change an assignment after June 15<sup>th</sup> provided the Board can demonstrate the need for such a change. Where a change in assignment is made, the teacher(s) shall have the right to request and receive in writing the reasons for the assignment change.
- 11.03 (a) 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.
- (b) 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 12 - SENIORITY AND RETENTION**

- 12.01 (a) The Director of Human Resources shall develop and maintain an up-to-date written seniority list. The seniority list shall include the names of all permanent and probationary contract teachers consecutively employed by the Board.
- (b) The final and conclusive seniority list in Article 12.01(a) shall be posted in each school no later than January 31<sup>st</sup> of each year.
- (c) Before the seniority list is finalized and posted as provided for in Article 12.01(b), 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 15<sup>th</sup>. The Union shall consult with the teachers in order to allow for verification by the teachers of their positioning on the seniority list.
- (d) Where there is a conflict or disagreement in the positioning of the teacher on the tentative seniority list, such conflict or disagreement must be identified in writing by the teacher or the Union no later than December 15<sup>th</sup> of each year and if no conflict or disagreement is raised by that date, then the changes shall be made to the seniority list and the list shall be deemed to be accurate.
- (e) 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.
- 12.02 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 on a permanent or probationary contract including deemed service under the Teachers' Provincial Agreement.
- 12.03 Seniority shall be computed in the following manner:
- (a) years of consecutive service with the Board, including all deemed service in accordance with the Teachers' Provincial Agreement;
- (b) should the years pursuant to Article 12.03 (a) be equal then total years of service with the Board;
- (c) should the years pursuant to Article 12.03 (b) be equal, then total years of service in the Province of Nova Scotia;
- (d) should the years pursuant to Article 12.03 (c) be equal, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie; and
- (e) should the tie remain, then the Director of Human Resources will use the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.



12.04 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.

12.05 Seniority shall continue to accumulate:

- (a) during a teacher's absence as described in the Regulations under the *Education Act* or Teachers' Provincial Agreement;
- (b) during a Leave of Absence with pay;
- (c) during the holding of an administrative position with the Board;
- (d) during the period provided for a maternity leave and adoption leave;
- (e) during a Leave of Absence without pay of less than one (1) year;
- (f) during a Educational Leave with pay;
- (g) during a teachers absence with pay due to sickness or accident;
- (h) during the period of time that a teacher is on the Re-employment list pursuant to Article 12.09 of this Agreement; and,
- (i) in all other cases for which a professional agreement between the Union and the Board expressly provides.

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

- (a) resignation of the teacher;
- (b) dismissal which is uncontested or is confirmed by a Board of Appeal;
- (c) in the case of a probationary teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction; or
- (d) the passing of more than three (3) years since the non-reassignment of a teacher due to staff reduction.

### **Retention**

12.07 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.

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

- (a) Firstly, permanent contract teachers, in accordance with the seniority list pursuant to Article 12.01 (a); and
- (b) Secondly, probationary contract teachers, in accordance with the seniority list pursuant to Article 12.01 (a)

## Procedures

- 12.09 (a) 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.
- (b) The Board shall provide a suitable letter outlining the reasons for any teacher leaving the employ of the Board because of staff reduction.
- (c) 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.
- (d) Positioning of a teacher on the list pursuant to Article 12.09 (c) shall be based on the seniority of the teacher at the time of staff reduction;
- (i) Firstly, permanent contract teachers in order of seniority;
- (ii) Secondly, probationary contract teachers in order of seniority;
- (e) 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.
- (f) Teachers on the Re-employment list shall be offered positions as they become available in the following order:
- (i) firstly, vacant positions;
- (ii) secondly, full-time unfilled positions;
- (iii) thirdly, part-time unfilled positions;
- (g) A teacher's name is removed from the list
- (i) When the teacher accepts full time employment as a teacher; and
- (ii) When a teacher has been laid off for a period of three (3) years and is not re-employed by the Board.
- 12.10 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

- 12.11 (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 13 - SECURITY OF POSITION**

- 13.01 (a) 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 untitled positions which are then known or reasonably foreseen.
- (b) 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
- (c) 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.
- 13.02 At least two (2) weeks before May 15 in each School Year the Director of Human Resources and the three (3) 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).

- 13.03 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.
- 13.04 Surplus teachers pursuant to Article 13.03 shall be notified in writing by the Director of Human Resources once the probable staffing formula has been reviewed.
- 13.05 Where surplus teachers are shown to exist in a school, the surplus shall be resolved in accordance with the following procedure:
- (a) The Director of Human Resources shall post in each school a list of all vacant and unfilled positions;
  - (b) The Director of Human Resources shall then request volunteers to transfer to vacant and unfilled positions in other schools;
  - (c) 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
  - (d)
    - (i) **If** there still are surplus teachers in a school after the implementation of Article 13.05 (b) and Article 13.05 (c), surplus teachers shall be identified by seniority, subject to program protection as provided for in Article 13.01 (b) and shall be offered transfers to other vacant and unfilled positions for which they are qualified.
    - (ii) 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.
- 13.06 All transfers to vacant full-time positions accomplished pursuant to Article 13.05 shall be permanent.

#### **ARTICLE 14 -TRANSFER OF TEACHERS**

- 14.01 Except as provided for in Article 13 – 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.
- 14.02 Transfers necessitated by Article 13 – Security of Position shall be completed before voluntary transfers are considered.

### **Teacher Initiated Transfers**

- 14.03 Teachers desiring a transfer shall submit an application in writing to the Director of Human Resources according to the time frame described in the posting or advertisement.
- 14.04 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.
- 14.05 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 14.10 (c) shall prevail within a region before a transfer has been accommodated for the whole system.
- 14.06 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**

- 14.07 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.
- 14.08 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:
- (a) shall contact the teacher and arrange a mutually agreed upon consultation meeting date(s);
  - (b) said meeting dates shall be within five (5) working days of the initial contact;
  - (c) the consultation meetings shall be in person;
  - (d) the teacher's wishes, place of residence, academic qualifications and past transfer record shall be given due consideration.
- 14.09 (a) 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.

- (b) Such opportunity shall exist for a period of one(1) year from the time when the transfer was made effective.

14.10 Notwithstanding the provisions of Article 14 – Transfer of Teachers and Article 13 – Security of Position, the Board shall give first consideration and priority in all Board initiated transfer situations to place teachers according to the following:

- (a) firstly, to a school closest to the teachers residence;
- (b) secondly, within the geographical area of the teachers former employing Board recognized as a Board before amalgamation;
- (c) thirdly, within the teachers region (Northeastern region, the Central region and the Southwestern region);
- (d) fourthly, within the system.

### **School Closures and Re-alignments**

14.11 In the event that school construction or school realignment results in the closure of a school or part of a school the following shall apply:

- (a) When an entire school is to be closed and replaced by another school, teachers shall be transferred with their assignment to the new school.
- (b) When an entire school is to be closed and replaced by two or more other schools, the teachers shall be transferred with their assignment to the other schools and the school to which an individual teacher is transferred shall be that school where, based on the current teaching assignment, the teacher has been spending the greatest percentage of the teacher's time with the grades to be transferred from the current school.
- (c) When only a partial school closure occurs, the teachers transferred shall be those teachers who, based on current assignments, have been spending the greater percentage of their time with the grades transferred.
- (d) The teachers transferred in accordance with the provisions of this Article shall be placed in a similar position in the new site(s) or if a similar position does not exist, a mutually agreed upon position at the new site. and
- (e) Teachers may be considered surplus at the new site(s) in accordance with Article 13 – 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.

- 14.12 Permanent contract teachers are eligible to apply for posted vacant positions which become available up to the thirty-first (31<sup>st</sup>) day of July of the current school year.

### **ARTICLE 15 - TERM RECALL**

- 15.01 Following the placement of surplus teachers (Article 13), and the transfer of teachers (Article 14), 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 14.
- 15.02 Consideration and preference for term contract teachers shall be given to the following term contract teachers in the following order:
- (a) A full time term contract teacher employed with two (2) or more immediately preceding consecutive years of service with the Board will be placed provided a 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.
  - (b) Following the procedures outlined in Article 15.02 (a), 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 (390) days 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.
  - (c) Other term contract teachers employed by the Board within the previous fifteen (15) months may be considered.

### **ARTICLE 16 - STAFF PLACEMENT**

- 16.01 The Board shall place teachers in accordance with the following order of priority:
- (a) firstly, any teacher who has in the previous school year been transferred pursuant to Article 14.09 (a) shall be offered any vacant or unfilled position at his/her original school;

- (b) secondly, any teacher who has been declared surplus according to the provisions of Article 13.05 and teachers who cannot be placed after school closures and re-alignment pursuant to Article 14.11 shall be offered any vacant or unfilled position;
- (c) thirdly, teachers who have made application during two rounds of teacher initiated transfer according to the provisions of Article 14.04.
- (d) fourthly, teachers on the Re-employment List shall be hired according to the provisions of Article 12.09 (e);
- (e) fifthly, teachers who have applied for positions posted pursuant to Article 17 – Vacancies and Appointments and Article 15 – Term Recall;
- (f) sixthly, transfers initiated by the Board according to the provisions of Article 14.08;
- (g) seventhly, new teachers shall be hired.

### **ARTICLE 17 - VACANCIES AND APPOINTMENTS**

- 17.01 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 three (3) working 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.
- 17.02 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.
- 17.03 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.
- 17.04 Where posted qualifications and job description for a position have been significantly altered, the position shall be reposted.
- 17.05 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.



- 17.06 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.
- 17.07 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.
- 17.08 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 18 - ADMINISTRATIVE APPOINTMENTS**

- 18.01 Promotion of teachers to supervisory positions shall be based upon abilities, qualifications and experience.
- 18.02 Where abilities, qualifications and experience are shown to be relatively equal, seniority shall be the determining factor.
- 18.03 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 available by electronic means at least seven (7) days prior to the deadline for application for the position.

#### **ARTICLE 19 - TEACHER IN CHARGE**

- 19.01 A teacher may be appointed by the Superintendent as a Teacher in Charge in accordance with this Article.
- 19.02 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.

- 19.03 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.
- 19.04 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.
- 19.05 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.
- 19.06 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 20 - SUBSTITUTE TEACHERS**

- 20.01 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 20.02 For the purposes of Article 20.01, “not operationally required” shall include the following:
- (a) 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;
  - (b) instances where the absence of a teacher occurs unexpectedly during the school day or when the teacher is absent for less than one (1) full day and the duties of the absent teacher can be assumed administratively. For greater certainty, a teacher shall not be required to relinquish his/her marking and preparation time in order to fulfill the requirements of Article 20.02 (b).
  - (c) instances where the absence of the teacher occurs for reasons relating to extra-curricular school activities and where student groupings can be reorganized to accommodate the teacher’s absence.
- 20.03 Substitute teachers who substitute for itinerant teachers shall be eligible to receive travel allowance on the same terms as itinerant teachers.

- 20.04 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 20.01 shall be deemed to have been satisfied.

### **ARTICLE 21 - RIGHT TO UNION REPRESENTATION**

- 21.01 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.
- 21.02 Notwithstanding Article 21.01, 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.
- 21.03 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 22 - OCCUPATIONAL HEALTH AND SAFETY**

- 22.01 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 23 - PUPIL TRANSPORTATION**

- 23.01 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:
- (a) pay the costs of medical and eye examinations, that are required for that particular license; and
  - (b) provide release time for the teacher's driving test whenever a test is necessary and must be scheduled during the school day.

### **ARTICLE 24 - LEGAL ASSISTANCE AND PROTECTION**

- 24.01 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.

- 24.02 The provision of this Article shall apply to all teachers (regular, term, and substitute) while in the employ of the Board.

### **ARTICLE 25 - MANAGEMENT-TEACHER COMMITTEE**

- 25.01 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.
- 25.02 By establishing a discussion forum, the committee shall strive to promote good communication and efficient working 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.
- 25.03 The meetings shall take place by teleconference at least twice a year, at times which do not interfere with the teacher's teaching responsibilities. A third meeting, in the month of April/May to discuss the staffing proposal, shall be in person. Furthermore, the Committee shall determine its own procedures by mutual agreement of the Committee members.
- 25.04 A meeting of the Committee above the number designated in Article 25.03 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.
- 25.05 The agenda of this Committee may include: Class Climate, Inclusion and Educational Change.

### **ARTICLE 26 - VIOLENCE AGAINST TEACHERS**

- 26.01 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.
- 26.02 The parties recognize the responsibility of teachers and principals to keep order and discipline in their schools.

- 26.03 When a discipline concern is not resolved at the school level, a teacher shall have the right to address the concern with the Assistant Superintendent of the Region.

### **ARTICLE 27 - ADDITIONAL INSTRUCTIONAL SERVICES**

- 27.01 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 28 - THEFT OR DAMAGE OF TEACHERS PROPERTY**

- 28.01 Compensation will be paid to teachers whose personal property is stolen or damaged while on school premises in the following circumstances:
- (a) The personal property was used for educational purposes;
  - (b) 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;
  - (c) The teacher carries a Homeowner insurance policy on the teacher's personal property and the property being claimed is not covered by the policy;
  - (d) The theft or damage is not the result of negligence by the teacher claiming the compensation;
  - (e) Compensation claims shall be limited to:
    - (i) 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;
    - (ii) A maximum payment by the Board of any claim of five hundred dollars (\$500.00);
    - (iii) Claims of less than twenty-five dollars (\$25.00) will not be considered.
- 28.02 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 29 - LANGUAGE OF NEGOTIATIONS**

- 29.01 During negotiations between the two parties, the language spoken at the table shall be French.
- 29.02 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.
- 29.03 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.
- 29.04 The collective agreement shall be printed in both English and French and shall be official in both languages.

## **ARTICLE 30 - BOARD MINUTES AND INFORMATION**

- 30.01 The Board shall supply the President of CSANE with a copy of the approved minutes.
- 30.02 The Board shall supply the President of CSANE with a copy of its budget, after the budget has been approved by the Board, a copy of its audited statements and a copy of the Department of Education funding profile sheet.
- 30.03 The Board shall notify the President of CSANE in writing of all teachers who apply for voluntary transfer as per Article 14.04 and all teachers granted voluntary transfer as per Article 14.04.
- 30.04 The Board shall inform the President of CSANE of any termination of contracts within five (5) days of termination.

## **ARTICLE 31 - GRIEVANCE PROCEDURE**

- 31.01 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.
- 31.02 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 Union 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.

31.03 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.

31.04 **Step 1**

- (a) The aggrieved teacher, with or without a representative and with or without a member of the Union Grievance Committee, shall submit the grievance to the Assistant Superintendent of the Region 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.
- (b) The Assistant Superintendent of the Region shall reply in writing to the grievor and to the Union Grievance Committee within ten (10) working days of receiving the grievance.

**Step 2**

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

**Step 3**

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.

31.05 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 31.04. If the parties are unable to concur on the appointment of an

Arbitrator, either party may request that the Minister of Environment and Labour for the Province of Nova Scotia appoint an Arbitrator.

- 31.06 With mutual agreement, the parties may use a three-person Board of Arbitration, whose members shall be fluent in both English and French.
- 31.07 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Board, the Union and the teacher(s).
- 31.08 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.
- 31.09 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.
- 31.10 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.
- 31.11 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 31.12 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.
- 31.13 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.
- 31.14 With mutual agreement, the parties can request mediation services through the Minister of the Environment and Labour to resolve outstanding issues.



### **ARTICLE 32 - SHARED TEACHING**

- 32.01 The parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".
- 32.02 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 33 - RETIREMENT SEMINAR**

- 33.01 Teachers within five (5) years of retirement shall, upon request, be given two (2) days to attend a Retirement Seminar sponsored by the Nova Scotia Teachers Union.
- 33.02 Teachers shall be permitted to attend only one (1) such seminar, scheduling and preference in attendance shall be given first to those teachers closest to retirement.
- 33.03 Substitute teachers shall be hired when teachers are attending Retirement Seminars.

### **ARTICLE 34 - FAIRNESS**

- 34.01 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 35 - RETIREMENT AGE**

- 35.01 All teachers employed by the Board shall automatically retire at the end of the school year in which they become age sixty-five (65).
- 35.02 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.

### **ARTICLE 36 - ITINERANT TEACHERS**

- 36.01 Itinerant teachers shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.

36.02 Except under extenuating circumstances, no itinerant teacher shall be responsible for work at more than three (3) schools in any one (1) school day.

**ARTICLE 37 - COLLECTION OF MONEY**

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

Dated in Dartmouth, Nova Scotia this 9th day of June, 2003

Kenneth Gaudet  
Chair, Conseil scolaire  
acadien provincial

Brian Forbes  
President, Nova Scotia Teachers Union

Guy LeBlanc  
Witness

Linda Samson  
President, Conseil Syndical Acadien de la  
Nouvelle-Écosse

Bill Berryman  
Witness

**LETTER OF UNDERSTANDING #1**  
**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.

- (a) 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.
- (b) The Committee noted in (a) shall meet within thirty (30) days of the release of the report of the provincial Harassment and Abuse of Teachers Committee.
- (c) The Committee shall determine its own operating procedures and the chair of the Committee shall alternate between the parties from meeting to meeting.
- (d) 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.

Kenneth Gaudet  
Chair, Conseil scolaire  
acadien provincial

Brian Forbes  
President, Nova Scotia Teachers  
Union

Guy LeBlanc  
Witness

Linda Samson  
President, Conseil Syndical Acadien  
de la Nouvelle-Écosse

Bill Berryman  
Witness

APPENDIX "A"



Conseil scolaire acadien provincial  
Ressources humaines  
CP 2500  
Arichat, N.-É. B0E 1A0  
Téléphone: (902) 226-5234  
Télécopieur: (902) 226-5231

**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:

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

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

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

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

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

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

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14. Date the employee **will** be able to return to regular duties at work:  
\_\_\_\_\_ 20 \_\_\_\_\_

15. Physician's name and address:

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PHYSICIAN'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Other remarks (use additional sheet if necessary):

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**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 Board.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**VEUILLEZ VOUS ASSURER QUE CE FORMULAIRE EST REMPLI,  
SIGNÉ ET RETOURNÉ À NOTRE BUREAU AVANT LE:**

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**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<sup>th</sup> 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<sup>th</sup>.

### **Supporting Documents**

The applications must be accompanied by:

- (a) the proposed teaching schedule;
- (b) the recommendation of the school principal;
- (c) the recommendation of the Director of Human Resources..

### **Approval**

Approval is at the discretion of the Board.

### **Contract**

- (a) The teachers shall be employed on a term contract.
- (b) The teachers shall be deemed to be on permanent contract as provided by the Teachers' Provincial Agreement.
- (c) 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.

**Benefits**

Teachers on a shared teaching arrangement shall receive the benefits set forth in the Teachers' Provincial Agreement for a teacher on a term contract.



Sick Leave, Maternity Leave, Service Award and Salary Continuation cost sharing of premium shall be on a prorated basis.

Total Care, Special Leave, Travel Allowance, Professional Development Grants, Educational Leave, Leave of Absence shall be a full benefit and shall not be prorated and all other full benefits of the Agreement between the Board and the Union shall apply.

**Communication**

Teachers involved in a shared teaching arrangement shall be expected to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

**Days Taught And Claimed**

Teachers on a shared arrangement contract teach for ninety-seven and one-half (97 1/2) days only.

**Opting Out**

If the shared teaching position is unsatisfactory, the participant cannot return to full-time teaching, on a permanent basis, until September of the following year. By mutual agreement, and with appropriate approval, a teacher may request a Leave of Absence from their shared teaching assignment.

**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.

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Teacher's Signature	Teacher's Signature
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Date	Date
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**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 32 and Appendix "B" Shared Teaching Provisions and the Collective 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

\_\_\_\_\_  
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**

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\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SHARED TEACHING POSITION**  
**CONSEIL SCOLAIRE ACADIEN PROVINCIAL**

**Recommendation of School Principal:**

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Signature of Principal

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School

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Date

**Recommendation of Director of Human Resources:**

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Signature of the Director of Human Resources

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Date

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