

November 4, 1999

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

SOURCE	Union		
EFF.	99	09	28
TERM.	2002	07	31
No. of EMPLOYEES	1380		
FORMER EMPLOYEES	44		

BETWEEN:

THE CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD, a School Board established under the provisions of the Education Act,

(Hereinafter called the "BOARD")

OF THE ONE PART

- and -

THE NOVA SCOTIA TEACHERS UNION, a body corporate, representing **TEACHERS EMPLOYED BY THE BOARD**

(Hereinafter called the "UNION")

OF THE SECOND PART

WITNESSETH that the parties hereto in consideration of the mutual covenants herein set out and for other good and valuable consideration between the said parties have agreed with each other as follows:

ARTICLE 1 - RECOGNITION

1.01 The Board acknowledges and recognizes the Nova Scotia Teachers Union to be the sole bargaining agent for and on behalf of all teachers employed by the Board as teachers under the Education Act and its Regulations.

ENTERED

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ARTICLE 2 - DEFINITIONS

2.01 In this Agreement “teacher” means a person holding a teacher’s certificate or a vocational teacher’s certificate or a vocational teacher’s permit pursuant to the *Education Act of Nova Scotia* and employed under a probationary, permanent or term contract.

ARTICLE 3 - TERM OF AGREEMENT

3.01 The term of this Agreement, except where otherwise provided, shall be from September 28, 1999, to and including July 31, 2002, or until a new agreement is reached pursuant to the *Teacher’s Collective Bargaining Act* .

ARTICLE 4 - BOARD MANAGEMENT’S RIGHTS

4.01 In accordance with Article 5 of the Teachers’ Provincial Agreement, the Minister of Education and/or the Board are vested with the responsibility of managing the public school system and of operating its services. The responsibilities, subject to any professional agreement include, but are not limited to the following:

- (a) **hiring**, promoting, demoting, transferring, disciplining or suspending teachers or terminating teachers’ contracts;
- (b) enforcing safety, health or fire regulations;
- (c) changing existing facilities;
- (d) laying off teachers because of **lack** of work or discontinuance of a function;
and
- (e) planning and controlling the **quality** of the teaching program.

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

provisions.

ARTICLE 5 - RIGHT TO UNION REPRESENTATION

- 5.01 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.
- 5.02 Where a supervisor intends to interview a teacher for disciplinary purposes, the supervisor shall notify the teacher in advance of the purpose of the interview in order that the teacher may contact his/her union representative providing that this does not result in any undue delay of the appropriate action being taken.
- 5.03 Clauses 5.01 and 5.02 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The **Union** shall, no later ~~than~~ September 30, of each school year, appoint not more than four (**4**) teachers to be members of a committee which **shall** be known as the Grievance Committee and the function of this committee shall be to deal with grievances.
- 6.02 The Union shall inform the Board in writing of the members of the Grievance *Committee* and of **any** changes in the membership thereof
- 6.03 Where a teacher or the **Union** has a dispute With the Board or its representative regarding interpretation, application, operation or **any** alleged violation of this Agreement, the dispute shall constitute a grievance and shall be processed according to procedure set forth in this Article.

- 6.04 Within ten (10) calendar days after the alleged grievance has come to the attention of the grievor, the grievor, with or without the Grievance **Committee**, may present the grievance in **writing** to the Superintendent or to some person designated by the Superintendent, and the grievor shall provide the Grievance Committee with a copy of the grievance.
- 6.05 **Within** ten (10) calendar days of receiving **the** grievance, the Superintendent, or his/her designate, shall reply in writing to the grievor and provide the Grievance Committee with a copy of the reply.
- 6.06 If the reply **is** not acceptable to the grievor, the Grievance Committee and the Superintendent, or his/her designate, shall meet **within** ten (10) calendar days and shall endeavor to settle the grievance.
- 6.07 If the Grievance Committee and the Superintendent, or his/her designate, are unable to settle the grievance **as** a result of the meeting in 6.06, then the Union may *within* ten (10) calendar days **of** the meeting, advise the Superintendent, or his/her designate, in writing, that the grievance shall be referred to **an** arbitrator.
- 6.08 The arbitrator shall be appointed by **mutual** agreement between the Board and the Union **within** (10) calendar days of receipt by a party of the notice **of** referral pursuant to 6.07. If the parties are unable to concur in the appointment of **an** arbitrator, the arbitrator shall be appointed by the Minister of **Labour** for the Province of Nova Scotia, upon the request of either party.
- 6.09 The arbitrator shall not reach **any** decision inconsistent with the terms and conditions **of** this Agreement, **nor** alter, amend or **modify** any of the provisions thereof

- 6.10 The arbitrator selected shall meet with the parties within thirty (30) calendar days of his/her appointment, and shall render his/her decision **as soon as** possible thereafter and **shall** forthwith send a written copy of the decision to both parties.
- 6.11 If the time limits as provided in this Article are not followed, the grievance shall be deemed to have **been** abandoned. On the other hand, the **grievor(s)** may proceed to the next step in the case of absence of a stipulated meeting or answer within the stipulated time **limits**.
- 6.12 The decision of the arbitrator shall be **final** and binding upon the Board, the Union and the teacher(s).
- 6.13 One half (½) of the costs, expenses, and fees of the arbitrator shall be paid by the Union and the other half (½) by the Board.
- 6.14 Time limits may be extended by **mutual** agreement of the parties involved and shall be confirmed in writing within ten (10) calendar days.
- 6.15 When any of the aforementioned periods of time begins or expires on a **day** on which the operations of the Board have ceased, the beginning or expiration of the periods of **time shall** be deemed to take place on the day next following the day the operations of the Board resume.
- 6.16 Any step of the grievance procedure may be **omitted** by the mutual consent of both parties in writing.

ARTICLE 7 - UNION TIME - LOCAL AFFAIRS

- 7.01 The Board **agrees** to the Union having at its disposal a block of time not to exceed one hundred and ninety-five (195) days per academic school year.
- 7.02 The Union shall supply to the Board on August 1 of each year the names of its designates and the number of days each will require to be made available to them.
- 7.03 The Union agrees to reimburse the Board for the actual **salary** costs of the replacement teachers. It **is** recognized that the replacement **will** be a substitute or a term teacher, whichever **is** appropriate.
- 7.04 The **Union** agrees that its designates shall properly reflect the geographic size of the Bargaining Unit.

ARTICLE 8 - STAFF REDUCTIONS AND SENIORITY

Seniority Lists

- 8.01 Seniority lists shall be established **as** follows:
- (a) A seniority list showing the names and seniority status of all permanent contract teachers employed by the Board shall be prepared by the Board and after consultation and approval by the Union, a copy of the seniority list as **finally** approved shall be initialed by a representative of the Union and the Superintendent of Schools or his/her designate and such list shall be conclusive evidence of the seniority of permanent contract teachers employed by the Board. The said list shall be revised every year.
 - (b) A seniority list showing the names and seniority status of all probationary teachers employed by the Board shall be prepared by the Board and after **consultation and** approval by the Union, a copy of the **seniority** list as finally

approved shall be initialed by a representative of the Union and the Superintendent of Schools or his/her designate and such list shall be conclusive evidence of the seniority of probationary teachers employed by the Board. The said **list shall be revised** every year. Nothing in this clause shall affect the probationary status of a teacher being that a probationary teacher is retained at the pleasure of the Board and may be dismissed without cause.

- (c) A seniority list showing the **names** and seniority status of all teachers employed by the Board under a term contract issued pursuant to subsection (1) of clause 33.01 of the Teachers' Provincial Agreement shall be prepared by the Board **and** after consultation and approval by the Union, a copy of the seniority **list as finally** approved shall be initialed by a representative of the Union and the Superintendent of Schools or his/her designate and such list shall be conclusive evidence of the seniority of said term contract teachers employed by the Board. This list shall be revised yearly.
- (d) Teachers shall be placed on **the** representative seniority list in accordance with provisions of **8.02**.
- (e) Seniority lists shall be in all schools by December 15.

Seniority

- 8.02 (a) Seniority shall be **calculated** from the date and time in order of hiring **as** a probationary teacher or teaching **service** deemed to be probationary service as per Article 33.04 **of** the Provincial Agreement according to official School Board minutes.
- (b) Seniority shall be determined by the last consecutive years of service as

determined by 8.02, plus the seniority **as** recorded with the immediate preceding employing School Board replaced by **the** Regional Board.

- (c) Any change in legal structure of a school board shall have no effect on the seniority of a teacher who is in the employ of the school board at the time of such change. The seniority of any teacher so affected shall be the same **as** it would have been had such modification not taken place.

- (d) Seniority shall continue to accumulate:
 - (i) during a teacher's absence **as** described in Regulations under the Education Act, or the Teachers' Provincial Agreement;
 - (ii) during a leave of absence with **pay**;
 - (iii) during a leave of absence without pay pursuant to the provisions in Article **28**;
 - (iv) during a leave of absence for the purpose of service as an official of a teachers' professional organization;
 - (v) in all other cases for which a professional agreement between the Nova Scotia Teachers Union and the School Board expressly provides.

- (e) Seniority shall be lost for any of the following reasons:
 - (i) resignation of the teacher,
 - (ii) dismissal which remains uncontested or is **confirmed** by the Board of Appeal;
 - (iii) the teacher is **laid off** or terminated for a period of five (**5**) consecutive years without being recalled to a permanent teacher position;
 - (iv) in the **case** of a probationary teacher, when dismissed by the Board for reasons other than staff reduction.

- (f) A seniority list **showing** the number of **years** of each teacher in the employ of the Board shall be compiled by the Board and made available to the Union. In compiling this list, the board shall make **any** necessary adjustments to take into account **any** unpaid leaves of absences **during** which seniority did not continue to accumulate following the establishment **of** the Regional Board.

Staff Retention

- 8.03 (a) Staff reduction **shall** be accomplished by attrition whenever possible. In an effort to prevent staff reduction, the Board agrees to accept any application from teachers for the following:
- (i) deferred *salary* leave **plan**;
 - (ii) **job** sharing;
 - (iii) early retirement;
 - (iv) extended leaves;
 - (v) any other plan that may be adopted by the parties.
- (b) 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** established pursuant to 8.01 (a);
 - (ii) **secondly**, probationary teachers in **accordance** with **the** seniority **list established** pursuant to 8.01 (b);
 - (iii) **thirdly**, term contract teachers, in accordance **with** the provisions of 21.14 (d) of the Teachers' Provincial Agreement.

Procedures (Permanent and Probationary)

- 8.04 (a) Staff reductions shall not be invoked to release teachers **liable to dismissal** for cause;
- (b) Teachers directly affected by staff reduction policy shall be informed by the **Board** in accordance with Article 20 of the Teachers' Provincial Agreement;
- (c) The School Board shall provide for the teacher concerned, a suitable letter outlining the reason for his/her leaving the employ of the Board;
- (d) Teachers directly affected by staff reduction policy shall be given first opportunity to fill positions under the jurisdiction of the Board;
- (e) The Board shall maintain a **list** of all teachers formerly employed in the system who remain unemployed because of staff reduction. A teacher will remain on the re-employment **list** for a maximum of five **(5) years**. However, it shall be the duty of the teacher to advise the Board of all changes in address. 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;
- (f) Positioning of a teacher on the list pursuant to 8.04 (e) shall be based on the **seniority** of the teacher at the time of staff reduction;
- (g) A teacher's name is removed from the list when the teacher accepts permanent employment as a teacher;
- (h) Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and shall be given priority in the hiring of substitutes in

reverse order of the release;

- (i) 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;
- (j) In the event that the Board **is** unable to provide regular teaching assignments to **all** permanent and probationary contract teachers during the life of this Agreement, then upon the recommendation of a Joint Board Union Committee, two **(2)** members of which are appointed by the Board, the Board shall place **up** to four **(4)** of the teachers so affected as full-time substitutes. The said substitutes shall have all the rights and privileges, including *salary*, of a **full** time regular teacher. Schedule "A" attached hereto shall indicate the guidelines applicable to the hiring of permanent full time substitutes.

ARTICLE 9 - VACANCIES

- 9.01 All vacancies are determined by the employer and are defined **as** full-time positions **for** which there are no incumbents.
- 9.02 Permanent contract teachers and probationary contract teachers shall not be eligible to apply for positions, other **than** administration, and vacancies which become available in July and **August**, after the transfer round is complete.
- 9.03 (i) Provided the vacancies have **appeared** on ~~at~~ least one voluntary transfer list, vacancies which occur after the transfer process pursuant to Article 15 is complete **shall** be **filled** by the employer.

- (ii) Vacancies which have not appeared on at least one voluntary transfer list, shall be temporarily **filled** by the employer for one (1) year.

9.04 Notice of all vacancies which are for supervisory positions shall be posted in the schools for a period of not less than five (5) school days and the job description and qualifications shall be posted ~~with~~ the **notice**.

9.05 In filling vacancies, the employer shall consider only written applications. If a vacancy is not filled **from** the original applicants, and the employer **still** wishes to fill the vacancy, the employer will **call** for **further** applications.

9.06 Teachers presently in the employ of the employer shall be given priority in **filling** all vacancies within the system provided they possess the necessary qualifications.

9.07 Notwithstanding Article 9.04, during the months of July and August, such vacancies shall be advertised in the Cape Breton Post.

9.08 (i) All positions must be **filled** in accordance with posted qualifications and job descriptions.

(ii) Where the posted **qualifications for** a position are altered because the the position requirements have substantially changed, the position shall be re-posted;

9.09 Teaching positions shall not be **posted until** the receiving principal has been consulted.

9.10 (i) Supervisory positions which are vacant between April 1 and June 30 shall be **filled** by August 15, if possible, but in no event later than September 15.

- (ii) If a supervisory position **is** vacant before the 21st day of school, the position shall be posted in the school for five (5) days and **filled** before October 15.
- (iii) Supervisory positions which become vacant after the 21st day of school shall be filled by the employer by appointment **from** within the school, where possible.

ARTICLE 10 - PROMOTIONS

- 10.01 In filling any position, including **any** administrative position, the candidates shall compete on the following criteria: qualifications, abilities, experience and length of service with the Board. The Board shall determine the weight to be given to each of the criteria provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15%) and no more than thirty-five percent (35%).
- 10.02 The Board shall consult on a regular basis with the Union **as** to the weight it is according to each of the criteria in competitions for positions.

ARTICLE 11 - SUPERVISORY PERSONNEL

- 11.01 The Board shall indicate for all supervisory appointments:
- (i) a job description; and
 - (ii) any requirement **to** be met to fill the vacancy.
- 11.02 **The** appointment of supervisory personnel shall be the sole responsibility of the Board subject to the terms of the Collective Agreement.

ARTICLE 12 - TRANSFER OF TEACHERS

- 12.01 The transfer of **all** teachers within the system shall take place during the period April 1 to the last teaching day, specifically:
- (i) Voluntary transfers shall occur from **April 1** to June 25.

- (ii) Forced Transfers shall occur by the last teaching day.
- (iii) All teachers within the system have the right to apply for transfer to any one (1) **year** position. Those teachers, at the end of the year, shall revert to their former position. In the event their former positions have been phased out, they shall be returned to the position they would have **held** had they not taken the one (1) year position pursuant to Article 12.

Voluntary Transfers

12.02 The **list** of available positions which may be filled by voluntary transfers shall be posted **as soon as** all schools have been advised of their projected staff requirements for the ensuing **year** within the time frame specified in 12.01, with a minimum of five (5) voluntary transfer **lists**.

- (i) All teachers within the system have the right to apply for transfer to available positions. All requests for transfers shall be in writing to the Board's Superintendent or his/her designate **as** indicated on the transfer notice.
- (ii) The Board shall publish lists in all schools of available positions at regular intervals **during** the period of **April 1** to June 25. All vacancies which result **from** retirements, resignations, death of a teacher, or dismissal for just cause shall **also** be included on such **lists**. Teachers shall have five (5) days to apply for transfer to available positions. The time-line may be shortened by **mutual** agreement.

Joint Committee

12.03 A Joint Committee of the Regional Board and Union to be **called** Regional Board-Teacher Transfer Committee consisting **of** two (2) members appointed **by** the Regional **Board**, and **two** (2) members appointed by the Union **shall**:

- (i) Consider all requests for transfer, and recommend transfers on the basis of system seniority unless the transfer causes jeopardy to the program to which the teacher wishes to transfer.

- (ii) Make recommendations to the Superintendent regarding **all** transfers within the system.
- (iii) When the Superintendent **fails** to concur with a recommendation of the Board-Teacher Transfer Committee, **reasons shall** be given in Writing to the Union prior to the position being reposted.
- (iv) The Superintendent **may**, in his/her absolute discretion, deny the recommendation for transfer. Where the Superintendent denies the recommendation for transfer, the Superintendent shall in his/her absolute discretion **fill** the position in the following order: (i) **from** existing applicants, where possible (ii) **repost** the position (iii) a new **hiring**. Where he/she denies such a request the Superintendent shall give, in writing to the teacher, with a copy to members of the committee, the **reason(s)** for denial. Denials are not subject to grievance.
- (v) A successful applicant in one round of positions shall have the opportunity to apply for positions which become available on subsequent lists.

Board Initiated

12.04 Where staff reduction becomes necessary within a school, teachers shall be transferred out of their school according to their position on the seniority list. The teacher to be transferred shall be the one with the least seniority in the school according to the system seniority list. Such teacher(s) **shall** be notified prior to the commencement of the transfer process unless unforeseen circumstances **arise** due to change in enrolment. All permanent or probationary teachers in one-year teaching positions within schools **are** either automatically placed **or** the forced transfer list in the following year or revert to their positions pursuant to 12.01 (iii) whichever **is** applicable.

12.05 When the transfer of **the** least senior teacher **from** the school results in the substantial reduction of a program, then the Board shall also transfer the next least senior teacher

on staff. Said teacher shall be given written reasons for the transfer. The Board shall give written reasons for program protection and shall post the protected position.

12.06 If a principal of a school in a forced situation is considered for transfer pursuant to 12.04, then the staff member, other **than** the principal, with the least seniority in the school according to the system seniority **list** is transferred.

12.07 Following the completion of the voluntary transfers on June 25, a meeting will be held with all teachers remaining on the forced transfer **list** by the last teaching day of the school year. A **list** of positions which remain available shall be given to all forced transfer teachers one (1) day prior to the meeting. Teacher(s) forced to transfer shall be given the **opportunity** to **fill** teaching positions **of** their choice for which they are **qualified and** which remain available within the system. These positions shall be for a one (1) **year** period. Order of choice shall be granted on the basis of the teacher's system seniority.

12.08 The Superintendent of Schools or his/her designate shall make every reasonable effort to meet with the **Union** by the last teaching day, to discuss all forced transfers and the opportunity shall be given to both parties to make mutually agreed alterations.

12.09 (i) If after the transfer process **has** begun, and before the 20th teaching day, it becomes **necessary**, due to unforeseen circumstances such **as** change in enrolment, to transfer the teacher, there shall be consultation with the **Union** and the teacher and reasons shall be given in writing for the transfer. If the transferred teacher's former position **becomes** available in the following school **year**, the transferred teacher shall be given the opportunity to revert to **their former** position.

(ii) If after the 20th teaching **day** a transfer of a teacher becomes necessary,

accommodation may be **arrived** at only upon consultation and **mutual** agreement between the **Union** and the Board.

- 12.10 Provided the transfer process has been completed, positions which remain unfilled or vacant following the placement of forced transfers are available to the Board for hiring.
- 12.11 New vacancies, **as** defined in the Vacancies Clause, which become available during July and **August must** be advertised in the daily newspaper and any other appropriate newspaper, and are available to teachers employed **with** the Cape Breton-Victoria Regional School Board and shall be temporarily **filled** by the employer for one year in accordance with Article 9.03 (ii).
- 12.12 Positions created **as** a **result** of teachers moving to a new position advertised in accordance with 12.11, and vacancies occurring in September, are available to the Board for hiring and shall be for the ensuing school year **only**. Such positions shall be posted in **all** schools **as** vacant or unfilled positions **after** April 1 of the following year.
- 12.13 Subject to the Teachers' Provincial Agreement new teachers shall not be hired by the Board until all transfers have occurred **unless** otherwise agreed upon by the Union.
- 12.14 Any teacher in **a** forced transfer position shall have the option of returning to his/her former school if an **opening** occurs on or before the 20th teaching day of the immediate ensuing school **year**. The teacher concerned **shall** be notified of this option by the Board **through** the principal if an opening occurs.

Staffing

- 12.15 Staffing of new schools, irrespective of their opening dates, **shall be** accommodated during the regular transfer timelines **as** specified in this Article **unless** otherwise agreed upon by the Union.
- 12.16 The Board and Union agree that a teacher replacing another teacher who is on Leave of Absence **is** in an **unfilled** position. The replacing teacher, so *called*, shall have no **seniority rights**, for purposes of this Article, over other members of a school's staff.
- 12.17 Designated trades at Memorial High School, as defined by the Apprenticeship and Tradesmen's Qualifications Act, and as determined annually by the Board shall be treated as follows:
- (i) In the event that a designated trade is reduced or phased out, the least senior teacher among those qualified to teach a designated trade shall **be** forced to leave the school.
 - (ii) Effective **August** 1, 1998 trades teachers hired by way of a teaching permit shall teach only courses associated with the trade for which they have been certified according to their trade.

Circuit and or Itinerant Teachers

- 12.18 *All* teachers identified **as** Itinerant and or Circuit, or school **based** shall have full access to **all** provisions of the Transfer Article contained in this Agreement.
- (i) Those Itinerant/Circuit teachers who are schoolbased **as** of April 1, 1999 shall continue to be school based.
 - (ii) School based for the purpose of the application of this Article shall apply to those named teachers in Appendix "A". Teachers named in Appendix "A" **shall be subject** to **all** the provisions of transfer as they would apply to a regular classroom teacher. Transfer from a base school shall be the cause for deletion from Appendix "A".

- (iii) Itinerant, **Circuit**, and/or School based teachers **as** described in 12.18 to and including 12.20 are those teachers delivering the following elementary programs: French, Art, Physical **Education**, Classroom Music, Instrumental Music, Speech Therapy, Resource and/or Integrated Resource, Assessment teams, and Guidance.

12.19 The following transfer procedures shall apply to Itinerant, Circuit and/or school **based** teachers whichever is appropriate.

- (i) Forced transfers **can** only occur **in** instances of reduction of staff or a loss in enrollment.
- (ii) A forced transfer will not occur if the job requirements for a particular position do not change.
- (iii) A forced transfer shall not occur unless a realignment is necessary.
- (iv) Notification of **any** change in the assignment of itinerant teachers must be made prior to the commencement of the requested transfer process.
- (v) When a reduction occurs in an itinerant area, the teacher(s) with the least seniority on the individual itinerant list will be placed on the forced transfer **list**.
- (vi) Remaining staff **will** be reassigned by the appropriate supervisor. Seniority shall be the overriding factor in such reassignment.
- (vii) The Board will provide the **Union** with **a list** of staff in each of the itinerant areas by October 15 of each school year. Such list is to contain the name and seniority number of the teacher.
- (viii) Circuit teachers who **taught** one hundred percent (100%) of their time in a base school, on or before March 7, 1991, may move from **an** itinerant position in a base school to a **staff** position in the same school with the permission of the Superintendent.
- (ix) All vacant itinerant positions shall be posted and shall be noted as circuit **positions**.

12.20 All new hirings of circuit/itinerant teachers after **April 1, 1999** shall be placed at the discretion of the Board.

School Complex

12.21 (a) For the purposes of this Article a school complex means two or more buildings designated by the School **Board as** a school.

(b) When staff reduction in the complex necessitates the movement of a teacher from one building to another within a complex, it shall be done by **mutual** consent of the teacher and the Board. If mutual consent is not possible, the teacher to be transferred shall be the one with the least seniority.

12.22 All dates specified in this Article 12 **may** be altered only by **mutual** agreement between the employer and Union.

ARTICLE 13 - ACCOMMODATION

13.01 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 of this Agreement.

ARTICLE 14 - NOTICE OF ASSIGNMENT

14.01 The Board will **notify** all teachers **on** or before June 20 of **any** change in their teaching assignment for **the** ensuing school **year unless** unforeseen and/or extenuating circumstances make this impossible.

- 14.02 **After** notification has been given a teacher, or if notification cannot be given by June 20 pursuant to 14.01, **the teacher and** the Union shall be notified of the reason for any change in teaching assignment, or the Union shall be advised why notification cannot be given.

ARTICLE 15 - INDIVIDUAL CONTRACTS

- 15.01 The Board **shall** enter into **individual** contracts with every teacher in its employ in accordance with the contract provisions of the Teachers' Provincial Agreement.
- 15.02 Permanent and probationary contracts shall be **issued** on or before November 30 in the school year of hiring.
- 15.03 Term contracts shall be issued within thirty (30) days of hiring.

ARTICLE 16 - SHARED TEACHING

- 16.01 The Parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".
- 16.02 **Any** permanent contract teacher **shall** be **free** to enter a shared teaching agreement with any other permanent contract teacher or any teacher on the Board's active substitute list **as** of the effective date of the commencement of the shared teaching year.
- 16.03 The Board shall have the **right** to approve **all** shared teaching applications.

ARTICLE 17 - SUBSTITUTE TEACHERS

- 17.01 Standards for **determining** qualification for the substitute list **is** the responsibility of the Board. Preparation of the substitute list by the Board **shall** be conducted **in**

accordance with objective criteria for qualification. Access to the approved substitute list shall be provided to the Union and shall be available to teachers by request to the Human Resource Department.

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

17.03 For the purposes of Article 17.02, "Not operationally required" shall include the following:

- (a) Days on which a teacher does not instruct or supervise students such as in-service days, graduation day and grading and classifying days;
- (b) Instances where the absence of the teacher occurs unexpectedly **during** the school day and administrative personnel are available to assume the duties of the absent teacher,
- (c) Instances where the absence of the teacher occurs for reasons relating to extracurricular activities and where student groupings can be reorganized to accommodate the teacher's absence;
- (d) periods of one-half day or less;
- (e) during examination periods where, in the opinion of the school principal, there are sufficient teachers, after taking into account **any** absences to properly invigilate the examinations being written by students and maintain discipline.

17.04 Where **all** reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the Board in Article 17.02 shall be **deemed** to have been satisfied.

17.05 The Board **shall** pay substitute teachers bi-weekly for time worked **during** the preceding **pay** period.

17.06 Substituteteachers who substitutefor itinerant or circuit teachers **shall** be eligible to receive travel **allowance** on the same **terms as** itinerant or circuit teachers.

ARTICLE 18 - WORKLOAD

18.01 When a teacher **is** requested by the Board to assist in course and/or curriculum development **and** the teacher accepts, the Board **shall** adjust the teacher's workload to compensate for the time involved in curriculum development.

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

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

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

18.04 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 Employer-Teacher Committee **as** provided for in Article 43 of this Agreement.

18.05 The Board will make reasonable efforts to establish reasonable time cycles which will minimize the inconvenience to individual teachers.

ARTICLE 19 - TEACHER IN CHARGE

- 19.01 A teacher may be appointed by the Board or its agent **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 clause.
- 19.03 The Teacher in Charge, when requested to act, **shall** attend to ensuring that routine supervision is adequate to secure the safety of students and that security of the school is maintained, and shall **deal only** with emergency matters as they may arise with required assistance from senior administration.
- 19.04 While acting **as** a Teacher in Charge, the teacher **is** covered by all terms and conditions of this Agreement.
- 19.05 When absences of administrative personnel continues for more than five **(5)** consecutive school days, the Teacher in Charge will **assume all** administrative duties, excluding only formal evaluation of instruction and personnel. When a Teacher in Charge is eligible to receive an administration allowance pursuant to the Teachers' Provincial Agreement, all administrative responsibilities shall be assumed by the teacher.
- 19.06 Whenever possible the Teacher in Charge will be selected **from** those teachers within the applicable school who have expressed **an** interest in performing this function. The appointment of the Teacher in Charge shall be at the discretion of the Board. A teacher has the right to refuse to act **as** a Teacher in Charge except in emergencies.

- 19.07 Provided it **is** not a teaching supervisory position, 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 - TIME FOR SUPERVISION - FULL-TIME TEACHING PRINCIPALS

- 20.01 Full-time teaching principals shall be granted the following minimal times free from teaching for supervisory duties according to the following:
- (i) Schools having from one (1) to **three** (3) teachers, both inclusive - one (1) day per **month;**
 - (ii) Schools having from four **(4) to six (6)** teachers, both inclusive - one and one-half (1 ½) days per month;
 - (iii) Schools having seven (7) and over teachers - two and one-half (2 ½) days per month.

ARTICLE 21 - ADDITIONAL INSTRUCTIONAL SERVICES

- 21.01 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 22 - TEACHER AMENITIES

- 22.01 Every teacher shall have a lunch break of at least **thirty (30)** minutes per day between the hours of 11:00 **a.m.** to 1:00 p.m.

- 22.02 Teachers required to travel for the purposes of their **assigned** duties shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. to 1:00 p.m. separate and apart **from** the required travel time.

ARTICLE 23 - ADVANCE REPORTING CREDIT

- 23.01 Teachers who **are** not in receipt of **an** administrative allowance, who are requested in writing through the Superintendent's office, and who agree to work during any part of the school **year** other than the one hundred and ninety-five (195) days prescribed shall be granted equal time off to compensate for such time worked.

ARTICLE 24 - SUMMER SCHOOL/EVENING CLASSES

- 24.01 If the Board determines to provide summer school or evening classes for students, teachers will be first appointed **from** the teachers presently employed by the Board who express an interest in teaching such classes and who are deemed qualified and competent by the Board to do so.
- 24.02 Salary and benefits shall be **as** determined by the Board.

ARTICLE 25 - METHOD OF PAYMENT

- 25.01 The Board **shall** pay, by direct deposit, on each alternate Thursday, to each teacher in its employ, **an** amount equal to the teacher's annual salary divided by twenty-six (26), less authorized and statutory deductions. The first pay date in the school year shall be the second Thursday in August, excepting that, whenever there is a three (3) week span between the second Thursday in August and the last pay day in July of the immediately preceding school year, then the first pay date in place of the second Thursday in **August** in the school year shall be the Monday preceding the second Thursday in **August**. In June of each year, the Board shall give **all** teachers notice of the first pay date for August of the next school year.

- 25.02 All net pay amounts will be deposited in the account in the financial institution of the teacher's choice on each individual pay date.
- 25.03 All teachers will receive an itemized statement on each pay day, in a sealed envelope, which sets out the **exact** amount of gross and net pay for each pay period and itemized deductions as/per the Deductions, Article 26 of this Agreement. These statements will be available on the pay **date** or the following day at the school to which the teacher is **assigned**, or mailed to itinerant teachers who request in writing to have them mailed.
- 25.04 Notwithstanding 25.03, teachers who teach at schools not serviced regularly by the Board's mail service, shall have itemized statements of pay and deductions mailed to the address designated by the teacher on the day immediately preceding the pay date.
- 25.05 In the event of a change in the pay scale, such change shall be implemented and made effective **as** of the date of the change.
- 25.06 In the event of a change in the certificate level of a teacher, the increase in *salary*, including retroactive **salary**, shall be reflected in the first pay deposit after notification **has** been received by the **Board**. In the event that it **is** not possible to meet the computer deadline, such adjustment shall be reflected in the next pay deposit.
- 25.07 In the event any pay day specified herein falls on a non-teaching day, net pay amounts will be deposited in the teacher's bank account on the last teaching day immediately preceding the pay date, excluding July and August.
- 25.08 **Notwithstanding** 25.03 and 25.04, **an** itemized statement of pay and deductions for the months of July **and August** shall be mailed to the teacher's residence or such other address designated by the teacher prior to June 1st.

ARTICLE 26 - DEDUCTIONS

- 26.01 In addition to the deductions required by law, upon receipt of written authority from a teacher, the Board shall deduct from the salary of such teacher the following authorized deductions:
- (i) Nova Scotia Teachers' Union group insurance premium and Nova Scotia Teachers' Credit Union payments, the billing of which shall be deemed to be the written authority of the teacher,
 - (ii) Canada Savings Bonds;
 - (iii) United Appeal;
 - (iv) Hospital Fund;
 - (v) Property Tax; and
 - (vi) Such other deductions as may be agreed from time to time.
- 26.02 The Board shall indicate all deductions from the salary of each teacher by itemizing them on an itemized statement of pay and deductions.
- 26.03 (a) Notwithstanding Article 26.01, authorized deductions **shall** be deemed to include:
- (i) days absent for non-claimable reasons;
 - (ii) days absent where the teacher has no **sick** leave credits;
- (b) When deductions are deemed authorized pursuant to 26.03 (a), the teacher is entitled to propose a repayment schedule to the Board.
- 26.04 The Board shall deduct the annual union dues from each teacher in its employ, in equal monthly installments, commencing in the month of **August** in each such number of installments **as** determined by the Union.

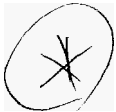
- 26.05 The Board shall itemize on each teacher's income tax T4 form the amount of money **deducted as** union dues.
- 26.06 The Board **shall** remit the deductions pursuant to 26.01(1) to the appropriate authority within fifteen (15) days from the second pay date of the month.
- 26.07 Excluding overpayments referred to in 26.03, in the event of overpayment of salary to a permanent contract teacher, the Board agrees to monthly recovery payments which **shall** not exceed twenty percent (20%) **of a** teacher's gross monthly **salary**.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

- 27.01 (i) The Board shall provide a sum of money to be used for professional Development.
- (ii) The sum of money provided for Professional Development shall be allocated to a fund called the Professional Development Fund.
- 27.02 (i) Except for monies which may have been required for the granting of sabbaticals, including leaves of variable lengths pursuant to Section 3 of the Agreement between the Board and the Union dated June 10, 1996, the sum of all unspent and uncommitted monies identified in and generated by the application of Section 2, Article 9 and Section 3, Articles 7, 9, 10, 11 of the Protocol Agreement signed on June 10, 1996 shall be brought forward and shall be funds additional to funds identified and given to professional development **as** a result of article 27.01;
- (ii) **An** accounting of the monies allocated and spent for professional development as per (i) **shall** be given to the **Union** within thirty (30) days of the signing of this Agreement; and

- (iii) In the event that the parties disagree over the unspent monies to be allocated pursuant to (ii), the Arbitration Board formed to conclude this professional agreement shall reconvene to determine the amount of funds that should have been identified and added to the Professional Development Fund pursuant to (i). The determination of the Arbitration Board shall be final and binding.

27.03



- (i) Effective **August 1, 1999**, \$300,000.00 shall be allocated pursuant to 27.01 for the Professional Development Fund;
- (ii) Effective **August 1, 2000**, \$325,000.00 shall be allocated pursuant to 27.01 for the Professional Development Fund;
- (iii) Effective **August 1, 2001**, \$350,000.00 shall be allocated pursuant to 27.01 for **the** Professional Development Fund; and
- (iv) Unspent monies committed to the Professional Development Fund shall be brought forward to the next academic school **year** beginning on August 1 of each **year** and added to the Professional Development Fund for that academic year.

27.04

The Fund shall be administered by a Professional Development Fund Committee consisting of **six** (6) persons:

- (i) Up to three (3) representatives of the Board; and
- (ii) **Up** to three (3) representatives of the Union.

27.05

- (i) 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 on the committee. **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. The chair position will be a voting position for chair deliberations;

- (ii) A professional person agreed upon by the Committee may be engaged **as** an arbitrator, *if required*. If the **parties** are unable to agree upon **an** arbitrator, the arbitrator shall be appointed **in** accordance with the Arbitration **Act** of Nova Scotia. The decision of the arbitrator on any matter shall be final and **binding**.

27.06 The Fund shall be global in its application and at the discretion of the Professional Development Committee **will be used** for:

- (i) Sabbatical Leaves;
- (ii) Special Study Leave;
- (iii) Credit Courses;
- (iv) Career Development Courses;
- (v) Special Association Conference Grants; and
- (vi) In-Service Education.



27.07 The Professional Development Fund Committee, (PDFC) hereinafter referred to as “the Committee” shall:

- (i) be responsible for the disposition of the total fund into the various categories;
- (ii) process all claims for expenses and approve the amount of the claims to be paid for each category from the Fund;
- (iii) draw **up** the appropriate guidelines and application forms consistent with the **provisions** of **this** Agreement;
- (iv) establish the rates to be paid for the expenses in each category and make these **known** to the teaching **staff** on or before June 30 of each **year**;
- (v) be responsible for the selection of teachers to be granted leaves and assistance;
- (vi) decide its **own** method of procedure;
- (vii) have the **freedom** to **re-allocate** excess funds within the categories below; and
- (viii) the Fund Committee shall supply to the Board and the Union **an annual** statement of receipts and disbursements by September 30th of each year.

Credit Courses

- 27.08 The Professional Development Fund shall be **used** to cover the **cost** of credit courses taken by teachers.
- (i) The amount of each grant shall be up to a **maximum** of four hundred and sixty-five dollars (\$465.00) or the actual cost of tuition, whichever is the lesser;
 - (ii) A grant shall be paid in respect of a half course to a maximum of **two** hundred and thirty-five dollars (**\$235.00**) or the actual cost of tuition whichever is the lesser;
 - (iii) Verification of successful completion of the course **submitted** to the PDFC on or before October 31 shall constitute an application; and
 - (iv) **All** payments from the PDFC shall be made no later than November 20.

Career Development Grants

- 27.09 Career Development Grants shall be defined **as** financial assistance to teachers who attend during **teaching** or non-teaching days, seminars, workshops, clinics, conferences (other than Special Association Annual Conferences) or non-credit courses which are not Board-initiated or conducted by a representative of the Board but in the opinion of the PDFC **is** to the educational advantage of the teacher and the school system. The application must be received one (1) month prior to the date of the conference, seminar, workshop, clinic or non-credit course.
- (i) the Committee shall **notify** the applicant of its decision within fourteen (14) days of receipt of the application at central office;
 - (ii) Financial **assistance** for each Career Development Grant within the Province **shall** be to a maximum of four hundred dollars (\$400.00). Financial assistance for each Career Development Grant outside the Province shall be to a **maximum of six** hundred dollars (\$600.00). Each application shall contain a **list** of expenses for which the applicant wishes to be reimbursed;

- (iii) A teacher may apply for more than one (1) **in-province grant** provided that his/her total disbursement does not exceed the allowable **grant**;
- (iv) A teacher, upon completion of the program, **shall**, within two (2) weeks, **send** to the PDFC an application for reimbursement for expenses; and
- (v) The Committee shall authorize payment of approved expenses.

Special Association Conference Grants

27.10 The Conference **fund** shall be **used** to provide financial assistance to teachers attending **their** annual conference of the Union's Special Associations.

- (i) disbursement of **funds** shall be pro-rated based on the number of applicants and be at the discretion of the PDFC;
- (ii) Expense **claims shall** be submitted to the Central **office** on or before November 15; and
- (iii) All payments from the conference **fund** shall be made no later than December 20.

Sabbatical Leaves

27.11 The Committee may approve **finding for Sabbatical Leaves (full year** or less than one year), which Sabbaticals **shall be** granted in accordance with **the** following:

- (i) A teacher shall **be** the holder **of** a teaching certificate as issued by the Department of Education;
- (ii) The teacher **shall have** completed three (3) **years** of consecutive service with the School **Board prior** to commencing Sabbatical Leave;
- (iii) At least eight (8) months of the year shall be spent in activities leading to professional improvement at a recognized educational institution to constitute **a full years** Sabbatical Leave;
- (iv) The teacher granted leave shall immediately upon expiration thereof, return to the employ of the Board for a period of not less than three (3) years.

- Unforeseen circumstances such as illness or the introduction of an early retirement plan would release the teacher from obligations to this three (3) year commitment;
- (v) A teacher on return from Sabbatical Leave shall be reinstated to the same position he/she would hold if he/she had not been on Sabbatical Leave;
 - (vi) Sabbatical Leave for study purposes shall be considered as continuous service with the Board conveying all contractual rights;
 - (vii) Any teacher granted Sabbatical Leave shall be given one hundred percent (100%) of the salary which would have ordinarily been paid to that teacher if he/she had been in the employ of the Board as an active teacher for the year of the leave;
 - (viii) Salary payment shall be made in accordance with the provisions of Article 3 (Method of Payment) and pension and income tax deductions and all other necessary deductions shall be made by the Board;
 - (ix) The Committee must decide on a criteria for the selection for sabbatical recipients by December 15 in the calendar year prior to which such leaves are granted;
 - (x) Notwithstanding (ix) the Board may, after consultation with the Union provide the Committee with a list of its program priorities and the Committee shall use these program priorities as one of the primary criteria in selecting Sabbatical recipients;
 - (xi) Applications for leave shall be filed with the Board not later than February 15 of the Calendar year in which leave is to be granted;
 - (xii) All applicants shall be notified of the decision of the Committee not later than March 10 of the year in which such leave is granted; and
 - (xiii) In addition to any Sabbatical Leaves granted in accordance with the foregoing provisions of this Article, the Committee shall approve, and the Board shall fund:

- (a) Seven (7) **full** year Sabbatical Leaves for the year commencing August 1, 2000 and ending July 31, 2001; and
- (b) Seven (7) full **year** Sabbatical Leaves for the **year** commencing August 1, 2001 and ending July 31, 2002.

The application and approval process for sabbatical leaves shall be **as** provided for in this Article 27.11. The funding of such leaves by the Board shall **fulfill** all of the obligations of the **Board** to approve and/or fund Sabbatical Leaves for the period November 1, 1997 to July 31, 2000 and without restricting the generality of the foregoing **shall** fulfill the obligation to approve and/or fund Sabbatical Leaves provided by Article 9.03 of **Section 2** of the Agreement between the Board and the Union dated June 10, 1996 and Article 10 of **Section 3** of the Agreement between the Board and Union dated June 10, 1996.

- (xiv) Notwithstanding the provisions of Section 18 of the Teachers' Collective **Bargaining Act**, if either **party** wishes to negotiate revisions to the Sabbatical Leave provisions of this Agreement, it must give notice in writing to the other party **on** or before November 1, 2001, after which the parties shall meet and negotiate pursuant to Section 21 **of** the said Act with a view to reaching agreement on this subject.

Special Study Leave

- 27.12 The Professional Development Fund Committee shall not unreasonably withhold approval of **a** reasonable number of Special Study Leaves to be granted to teachers for specific programs of **study** within a school year. Such Special **study** Leave shall be related to the work for **which the** teacher **is** responsible or **may** reasonably expect to be responsible for the school **system**. A full description of the specific program **of** study must accompany the application, **and** a budget of expenses related to the program of study **must** also be included:

- (i) The Board **shall** pay to the teacher granted Special Study Leave, one hundred percent (100%) of the applicable *salary*. **From** this *salary* the Board will deduct at source, Teacher's Pension, ~~Canada~~ Pension deductions, Income **Tax**, and other deductions **as** designated;
- (ii) The PDFC shall reimburse **the** teacher for reasonable expenses of lodging, meals, travel, registration **fees**, tuition **fees** and such other expenses **as** approved by the Professional Development Fund Committee. The reasonableness of expenses **shall** be determined by the PDFC;
- (iii) Special Study Leave shall not affect continuous service with the Board, and **all** benefits will be in effect during the leave; and
- (iv) Special Study leave may be granted for any period less than one (1) month of a **school** year.

In-service Education

- 27.13
- (i) Effective August 1, 1999 and each **August** 1 thereafter, the Committee may allocate up to sixty thousand dollars (\$60,000.00) per year from the Professional Development fund for in-service education. Amounts in excess of **sixty thousand** dollars (\$60,000.00) per year require the unanimous consent of **all** members of the Committee.
 - (ii) In-service education funds shall be available for teachers attending in-service programs within the Cape Breton-Victoria Regional School Board;
 - (iii) Costs associated with in-services shall be those costs associated with **meals**, travel and accommodation for individual teachers;
 - (iv) In addition to and separate from individual claims, organizational and arrangement costs **up** to a maximum of five hundred dollars (\$500.00) **may** be claimed against the funds, **as** approved by the **Committee**; and
 - (v) Applications for in-service **grants shall** be **received by** the Committee at least one (1) month prior to the in-service.

ARTICLE 28 - LEAVE OF ABSENCE

- 28.01 **The** Board shall grant a one (1) **year** Leave of Absence without *salary* or benefits to a **full** time teacher who holds a permanent contract and who applies for leave for the purpose of research, study, travel, attendance to personal **affairs**, or service **as** an official of a teacher's professional organization.
- 28.02 (a) The Board may **grant** an additional leave following **the** initial year **up** to one (1) Year,
- (b) The Board may grant new leaves after the teacher has **returned** for a **minimum** period **equal** to the length of the consecutive leave.
- 28.03 Any teacher elected **as** a Member of Parliament or Member of the Legislative Assembly or elected **as** a Municipal Representative shall, upon request, be granted a leave of absence for the period of time **so** elected.
- 28.04 (a) Notification for a full year Leave of Absence shall be submitted to the Board on or before March 1 of the **school** year prior to the one **in** which the leave is desired. However, if the leave is to be **less** than a full year, notification should **be submitted** to the Board at **least** thirty (30) days prior to the date the leave **is** to commence **unless** unforeseen circumstances **make this** impossible;
- (b) A teacher on a leave of absence over a **full** school year **must** notify, in *writing*, the Board on or before April 1 of the teacher's *intention* to return to active teaching for the ensuing school **year**. Failure to so notify the Board before **May 15 will** remove the right of the teacher to be placed pursuant to 28.05. Failure to notify **the** Board between May 15 but before June 15 will relieve the **Board** of the obligation to offer such a teacher a position for the ensuing school **year**.

- 28.05 Upon return **from** any Leave of Absence a teacher shall be reinstated to a position held immediately prior to going on a Leave of Absence or to a position which the teacher would have been entitled to occupy **had** the teacher not gone on leave.
- 28.06 Notwithstanding 28.05, if the position of the teacher **has** been phased out the provisions of Article 8, Staff Reductions and Seniority clauses of this Agreement shall apply upon his/her return.
- 28.07 **During an authorized** Leave of Absence **seniority will** continue.
- 28.08 (i) Exclusive of any benefits which may be conferred by the Teacher's Provincial Agreement, or elsewhere in this Agreement, **all** other benefits of a teacher on a Leave of Absence shall be suspended during the Leave of Absence, but shall be reinstated when the teacher resumes teaching with the Board.
- (ii) Entitlement to medical care benefits shall only continue if the teacher pays to the Board, **monthly**, in advance, the **full** cost of the **Board's** contributions to such benefits including the **Board's** share for the actual period of absence. Continuation and entitlement of medical care and group insurance benefits **during** any such absence shall be subject to the terms and conditions of the applicable plan.
- 28.09 The Board may grant a Leave of Absence for a period of less *than* one (1) year. Permission to take such leave shall not be unreasonably withheld.

ARTICLE 29 - SPECIAL LEAVE

- 29.01 A teacher **shall** be entitled to Special Leave for up to five (5) **days** with full **pay**, necessitated by and at the time of each **death** in the teacher's immediate family or that

- of the teacher's spouse. The time of each leave shall begin on the day of the death and may extend to ten (10) calendar days beyond the date of the death.
- 29.02 "Immediate Family" shall include spouse or same sex partner, mother, father, grandmother, grandfather, child, sister, brother, son-in-law, daughter-in-law, grandson, granddaughter and step-child.
- 29.03 Teachers can request and may be granted up to two (2) days with no loss of salary necessitated by the death of a permanent resident of the teacher's household. A permanent resident shall be defined as a person who has lived in the household for at least one (1) year.
- 29.04 The Board shall grant up to five (5) days leave with pay necessitated by each serious illness in the immediate family of the teacher, provided it shall be entirely within the discretion of the Board to determine what constitutes serious illness and the Board shall be entitled to call for medical evidence in support of any claim for leave based on serious illness.
- 29.05 Upon request, the Board may grant a teacher leave without pay, providing reasonable notice has been given and providing substitutes are available and operational requirements permit.
- 29.06 In addition to the days granted in Article 29.01 and 29.04, in the event of death or serious illness, a teacher may request and the Board may grant special leave with pay, on an individual basis, as may be warranted under the particular circumstances.
- 29.07 Personal leave, to a maximum of three (3) days per school year, with pay, may be granted to teachers in the employ of the Board at the discretion of the Superintendent.

ARTICLE 30 - RELIGIOUS HOLIDAYS

30.01 The Board may, upon application, grant **up to two (2) days** leave with pay, or other accommodation, for practicing adherents of established religious **faiths** to participate in the major holy days of their religion.

ARTICLE 31 - SICK LEAVE

- 31.01 Every teacher shall be entitled to twenty (20) days **Sick Leave** per school year.
- 31.02 Every teacher may accumulate one hundred percent (100%) of his/her unused **Sick Leave** to a total of one (1) **full** school year in addition to the days granted pursuant to 31.01 and subject to 31.05 hereafter.
- 31.03 The Board shall credit the teacher with sick leave **as** credited with either the immediately preceding employing school board in Nova Scotia or to members of the NSTU employed prior to transfer by the Board of the Community College or APSEA to the maximum allowable pursuant to Article 31.02 **and** provided the teacher shall be responsible to supply the necessary documentation. Such teachers shall not be permitted to use any accumulated **sick** leave **during** the first year of their teaching **service** with the Board.
- 31.04 Unused days in the previous **year** which cannot be accumulated are canceled and void.
- 31.05 **Notwithstanding** Article 31.01, when **any** teacher employed by the Board is unable to commence teaching in September of any school year because of **illness** or accident, the Board shall pay that teacher up to a maximum of his/her accumulated sick leave **and**, upon return to work, the teacher shall then receive the twenty (20) days sick leave pursuant to Article 31.01

- 31.06 A female teacher shall be permitted to use up to **sixty (60)** days sick leave for each leave of absence for pregnancy provided this provision **shall** only apply after the teacher has **first** exhausted **all** employment insurance maternity plan benefits pursuant to the teachers Provincial Agreement.
- 31.07 **Subject** to Article 31.05, cumulative sick leave days shall not begin to be **used** until the current **year's** regular sick leave has been expended, **pursuant** to 31.01.
- 31.08 The parties to **this** Agreement recognize that sick leave provisions are to be **used only** for illness and accident. The parties further agree that medical and/or dental treatment appointments will occasionally require the use of sick leave. In such cases, teachers **will** make every reasonable effort to schedule such treatments/appointments outside of the students' instructional hours,
- 31.09 It **shall** be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 31.10 The Board shall **inform** each teacher in its employ, prior to October fifteen (15) of a given school year, the number of days credited.
- 31.11
- (i) In the event a teacher resigns **from** the employ of the **Board**, such teacher's accumulated sick leave shall be terminated upon the **effective** date of the resignation.
 - (ii) In the event a teacher is terminated by the Board, for **reasons** other than just **cause**, such teacher shall have his/her accumulated sick leave reinstated providing re - employment by the Board occurs **within** twenty-four (**24**) months **of** the **original** termination date.

- 31.12 The **parties** agree, during the term of this Agreement, to establish a joint Board/Union committee to develop protocol to examine present **uses** and **abuses** of the use of sick leave.

ARTICLE 32 - FUNERAL SERVICES

- 32.01 The Principal **will** determine appropriate representation at funerals, **while** maintaining secure operation of the school.
- 32.02 In cases where there is a death of a member of the school **staff** or a member of the student body, students and teachers may be permitted to attend the funeral service, in consultation with central **office staff**.

ARTICLE 33 - INSURANCE

- 33.01 The Board shall pay **fifty** percent (50%) of the monthly premium for each teacher in the employ of the Board holding an NSTU **Salary** Continuation Policy.
- 33.02 The teacher is responsible for obtaining the policies.
- 33.03 All clerical **work is** the responsibility of the NSTU Insurance Administration.
- 33.04 **This** Article shall be effective upon **the** later of **August 1, 1999**, or the date of execution of this Agreement.

ARTICLE 34 - LIABILITY INSURANCE

- 34.01 Each teacher who voluntarily transports students in his/her own vehicle, shall obtain insurance coverage for Public Liability and Property damage in the amount required by the *Motor Carrier Act* of Nova Scotia

- 34.02** The Board shall self-insure and/or maintain and **keep in force a policy or policies** of insurance which **shall** provide coverage for Public **Liability and Property Damage** for each teacher who voluntarily transports students in **his/her** own vehicle in the course of employment. **This** policy shall be a second payer in respect to the Public Liability and Property insurance *carried* by the teacher.
- 34.03** The coverages provided by Articles 34.01 and 34.02, shall **meet *therequired*** limits as set from time to time by the Nova Scotia Utility and Review Board.
- 34.04** The Board **agrees** to indemnify and save harmless **any** teacher in its employ acting in the course of the teacher's employment whom the Board has authorized to transport students to and/or from **CO-curricular and/or extra-curricular** activities.
- 34.05**
- (a) The Board shall keep in force an adequate **policy** or policies of insurance indemnifying each teacher in its employ when acting in the course of each teacher's employment against **liability** other than **as** referred to in Article 34.01 in respect of any claim for **bodily injury**, property damage or personal injury.
 - (b) The policy or policies shall provide protection in the **amount** of one million dollars (\$1,000,000.00) *maximum limit* of **liability** for any one (1) claim. In addition the Board agrees to maintain in force **an** excess **liability** policy in the amount of one million dollars (\$1,000,000.00). **These** policies shall be paid for by the Board and shall be a first payer in relation to any **policy** carried by or on behalf of the teacher.

ARTICLE 35 - TRAVEL ALLOWANCE

- 35.01** Teachers who **must** travel in the performance of their regular duties or a specific duty

assigned by the Board or to **a** meeting called by the Superintendent or his/her designate to deal with matters of policy or other Board business **shall** be paid a travel allowance.

35.02 The travel **allowance** shall be at the Board rate.

35.03 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.

35.04 The round trip *distance* from the teacher's ordinary place of residence to his or her base school shall be the base distance for determining the teacher's entitlement to travel allowance.

35.05 The travel allowance **shall** be calculated by:

- (a) deducting the base distance from **the** actual **distance** traveled by the teacher in the performance **of his** or her regular duties on any given day; and
- (b) multiplying the distance so obtained by the metrage rate specified in 35.02.

35.06 Teachers who are required to attend in-service sessions which necessitate travel that exceeds the **distance** to the **usual** place of assignment shall receive travel allowance.

ARTICLE 36 - DEFERRED SALARY LEAVE PLAN

36.01 The Board agrees to implement the Deferred Salary Leave **Plan as** contained in the Teachers' Provincial Agreement.

ARTICLE 37 - EMPLOYEE ASSISTANCE PLAN

- 37.01 The program as outline in the Teachers' Provincial Agreement **shall** be implemented.
- 37.02 **An** employer/Union Employees **Assistance** Program Committee shall be established not later than September 30th each year.
- 37.03 The Committee shall consist of two **(2)** representative from the Union and two **(2)** representatives **from** the employer.
- 37.04 The functions of the employer/Union Employees Assistance Committee shall be limited to:
- (a) maintaining communications with and providing suggestions and input to the Provincial Employees **Assistance** Program Committee;
 - (b) initiating educational programs and/or in-services to ensure that all members of the Board and members of the Union are fully aware of all benefits and requirements associated with the Employees Assistance;
 - (c) distributing to **members of** the Board and members of the **Union** any pertinent information or literature **associated** with the Employees Assistance;
 - (d) serving as **a** communication link between the employer and the Union, on the one hand, **and** any appropriate agency, on the other.
- 37.05 Meetings shall be convened at the request of either **party**.

ARTICLE 38 - LEGAL ASSISTANCE

- 38.01 Where any person, except Her Majesty or a party to **this** agreement, commences proceedings against a teacher, and the cause of action relates to acts or omission in the course of the teacher's duties **as an** employee of **the** Employer, the Employer shall defend the **action** at its **cost** in the name of the teacher.

- 38.02 The teacher shall advise the Employer through the Superintendent or designate, immediately upon being **served** with any **originating** document, and shall provide the Superintendent or such person **as** he/she may designate ~~with~~ the originating document or a **copy** at that time.
- 38.03 Subject to 38.02, the teacher shall give written notice, if mailed it shall be by registered mail, to the Employer through the Superintendent or designate of any possible claim with due dispatch **from** the date on which the teacher first becomes aware of the existence of a possible claim.
- 38.04 The teacher shall cooperate fully with the Employer and the solicitor appointed to conduct the proceedings.
- 38.05 The teacher shall constitute **and** appoint the solicitor appointed to conduct the proceedings **as** the teacher's solicitor in the proceedings with full authority to appear and defend the action.
- 38.06 The Employer shall provide, and shall **direct any** solicitor engaged by it to provide, **any** documentation or other information relevant to the cause of action, to the teacher or to a solicitor designated by the teacher.

ARTICLE 39 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 39.01 The Board and **the** Union recognize the **possibility** of a teacher being falsely accused of inappropriate behavior regarding students, teachers or other employees of the Board. When it has been reasonably **determined** that a **false** accusation has occurred, the matter shall be referred to the Superintendent who shall assist the teacher with respect to successful re-entry to the workplace including the exploration of alternative placement within the system.

39.02 **During** the period of investigation, consideration **shall** be given to the options available including the possibility of alternate assignment which **may** include a leave with full pay and benefits.

ARTICLE 40 - RESIGNATION AGE

40.01 **Any** teacher upon reaching the age of sixty-five **(65)** **shall** resign from the employ of the Board at the end of the school year in which the teacher reaches the age of **sixty-five (65)**.

40.02 Notwithstanding 40.01, the Board and the teacher **may mutually** agree to **an** extension of the retirement date for a pre-determined period of time.

40.03 The absence of mutual agreement pursuant to 40.02 shall be non-grievable.

ARTICLE 41 - SERVICE AWARD/DEATH BENEFIT

41.01 When a teacher who **has** been in the employ of the Employer for at least ten (10) **years and goes** into retirement or if a teacher dies while in the service of the Board or is a teacher whose age plus teaching experience totals seventy (70) or more at the time he/she ceases his/her employment with the Board, a Service Award/Death Benefit **shall** be paid in accordance **with** the provisions herein to the teacher in the first **instance** and to the spouse in the latter **instance**. In the event that there **is** no spouse, then such Service Award/Death Benefit **shall** be paid to dependent children as described in the *Income Tax Act*. In the event that there are no dependent children then such Service Award/Death Benefit **shall** be **paid** to the **deceased's** estate.

41.02 **The Service Award/Death Benefit formula shall** be on a “years of service” **basis**.

41.03 (i) The Board must be informed in Writing on or before **April 25** in the case of a

retirement or resignation in order for Service Award payments to be made in that school year. The Service Award payments shall be made on or before May 31 of that school year;

- (ii) Service Awards for teachers who submit their letters of resignation or retirement after April 25 shall be paid by July 30 of that school year, unless illness or extraordinary circumstances that are acceptable in the opinion of the Board, result in late resignation or retirement;
- (iii) Notwithstanding 41.03 (ii), Service Award **shall** be paid within forty-five (45) days when termination of employment results **through** death, illness, or extraordinary circumstances that are acceptable in the opinion of the Board;
- (iv) The service award/death benefit **shall be paid in** one (1) **lump** sum.

41.04 The Service Award shall be determined:

- (i) For **all** service before August 1, 1999 entitlement shall be in accordance with the provisions of the Collective Agreement under which the teacher **was** employed being Section 2 or Section 3 of the collective Agreement between **the** Board and the **Union**, dated June 10, 1996 (relevant collective Agreement provisions are attached as Appendix "C" to **this** Agreement; and
- (ii) For all service after July 31, 1999, by multiplying two hundred sixty dollars (\$260.00) for each year of service **with** the Board; and
- (iii) The maximum **years** of service to be used in calculating the Service Award/Death Benefit **shall be** thirty-five (**35**).

41.05 Service **with** the immediately preceding two employing School Boards replaced by the **Board**, **shall** be deemed service **with** the Board for the purpose of **this** article.

41.06 Notwithstanding 41.01, a teacher shall be entitled to file with the Board a written

Designation of Beneficiary (Appendix "D") for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.

41.07 The Addendum between the Board and Union, dated November 1, 1983, regarding the investment of funds by **the** Board in lieu of a cash payment to **certain** teachers employed by the former Northside-Victoria District School Board shall continue to be honored by the Board, and the Addendum **shall** be deemed to be a **part** of this Agreement. Payments to teachers under these provisions shall be considered a Service Award/Death Benefit.

41.08 **Notwithstanding** 41.01, 41.04, and 41.05, 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 deposit to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service, the lesser of:

- (i) the **full** Service Award/Death Benefit available to the teacher; or
- (ii) the **actual** amount required by the Pension **Fund** for the purchase of the past **service**.

41.09 **The** following conditions **must** be met before funds shall be released pursuant to 41.08:

- (i) the teacher has resigned **his/her** position;
- (ii) the teacher requests the Board, in writing, to release the funds;
- (iii) the **teacher** files **with** the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board, the required Revenue Canada Taxation Form to effect the transfer, and
- (v) the cheque releasing the funds shall be made payable to the Pension Services **Group** for deposit to **the** Nova Scotia Teachers' Pension Fund.

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ARTICLE 42 - CONTRACTING OUT

- 42.01 No teaching function shall be contracted out while there are teachers who are qualified under the *Education Act* and are competent to perform the function.
- 42.02 This Article shall not be interpreted so as to prevent the Board ~~from~~ employing teacher ~~assistants~~, acting under the direction of a teacher, when such employment is for non-teaching functions.

ARTICLE 43 - EMPLOYER-TEACHER COMMITTEE

- 43.01 The employer and Union agree to establish an employer-teacher Committee to encourage interchange of information, ideas and opinions on educational and operational matters of mutual interest and concern. The parties acknowledge this Committee shall be a cooperative venture, and shall not address grievances, matters of collective bargaining or the administration of this collective agreement.
- 43.02 The Committee shall consist of four **(4)** representatives of the employer, at least two **(2)** of whom shall be ~~from~~ the elected Board membership, **and** four **(4)** representatives appointed ~~from~~ the **Union** membership.
- 43.03 The Committee shall meet at least twice during each school year, and such additional times as shall be mutually agreed upon by the parties.
- 43.04 Without restricting the jurisdiction of the Committee, either party may request the Committee to examine:
- (i) The challenges for teachers raised by the implementation of the Nova Scotia Special Education Policy;
 - (ii) Significant educational and technological changes including curriculum and program implementation.

ARTICLE 44 - BOARD POLICY

- 44.01 Board policy which **affects** the terms and conditions **of** employment of teachers shall be consistent throughout the region and to this end, the Board shall provide a policy manual to each school and a copy to the **Union**.
- 44.02 The Board **agrees** that any policy **affecting** the terms and conditions of employment **of** teachers or a change in such policy shall be in accordance with the provisions of this Agreement.
- 44.03 The Board shall forward to the **Union** a draft of proposed changes in education or personnel policy that directly affects teachers before the adoption of the said policy by the Board. The Union shall have the right to make representation for contractual implications and/or compliance with **said** policy to the Board or the appropriate *committee* of the Board

ARTICLE 45 - SCHOOL CLIMATE

- 45.01 The parties acknowledge that proper school discipline is essential to educational achievement **and** a positive school climate. Further, that abusive acts by pupils against teachers will not be tolerated in that the Board will **act** in an expeditious, comprehensive, and appropriate manner should such situations occur or when other breaches of discipline take place.
- 45.02 The parties recognize the responsibility **of** teachers **and** school administrators to keep order and good discipline in their schools.
- 45.03 When a discipline concern is unresolved at the school level, **teacher(s)**, accompanied by the president of the local (or designate) if so desired, shall have the right to address the issue with the appropriate co-ordinator.

- 45.04 If the discipline concern remains unresolved, the teacher **shall** have the right, accompanied by the president of the local (or designate) if so desired, to address the issue with the Superintendent of the Board, or designate.

ARTICLE 46 - RELIGIOUS INSTRUCTION

- 46.01 Principals, **acting** in the course of their employment, **will** not solicit teachers to voluntarily provide religious instruction.

ARTICLE 47 - GENERAL

- 47.01 **This** Agreement does not revoke or alter **any agreement** (except for collective agreements) between the parties which is not specifically dealt with herein.
- 47.02 **This** Agreement applies to and is binding upon the **Union** and the Board, **and** those **so** bound shall **carry out** in a reasonable manner the provisions of the Agreement.

ARTICLE 48 -SCHOOL CALENDAR

- 48.01 Upon request by the Union, by **January 15th** of each year, the Board agrees to consult **with** the spokesperson(s) for the Bargaining Unit prior to **issuing** the school calendar for the ensuing school year.

ARTICLE 49 - TEACHER'S CHILDREN

- 49.01 A teacher shall not be required to teach his/her own child/children.
- 49.02 With the **consent** of the Board, a teacher may enroll his/her child/children in any school in the system under the jurisdiction of the Board provided there is no additional **cost** to the Board.

ARTICLE 50 - OCCUPATIONAL HEALTH & SAFETY

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

50.02 The Board shall make every effort to ensure that one (1) teacher at each school has received up-to-date first aid training including CPR training. In order to **accomplish** this, the Board will offer **one** (1) basic **first aid training course** (including CPR) per school **year** to interested teachers (**up** to a maximum of eighteen (18) teachers per school year).

ARTICLE 51 - PRINTING OF AGREEMENT

51.01 The **Union shall** have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the Board shall have a **copy** of the Agreement.

51.02 The cost of printing shall be equally shared between the Union and the Board.

IN WITNESS WHEREOF the parties hereto **has** signed this Collective Agreement,
at _____, Nova Scotia, this _____ day of _____, 1999.

NOVA SCOTIA TEACHERS' UNION

**CAPE BRETON-VICTORIA REGIONAL
SCHOOL BOARD**

President

Chairperson, Cape Breton-Victoria
Regional School Board

Witness

witness

President, Cape Breton Local

Witness

President, Northside Victoria Local

Witness

Schedule "A"
Permanent Substitute Guidelines (reference to Article 8.04(j))

The Board and Union mutually agree to the hiring of up to four **(4)** permanent substitutes.

The intent is to avoid lay-offs of permanent or probationary **staff**.

1. The positions will be open for selection to teachers who are still on the forced transfer list **as** of June 30.
2. Permanent substitutes **will** be given long-term substitute positions **as** close **as** possible to their place of residence, unless otherwise requested by the teacher.
3. Permanent substitutes are expect to teach in program areas, grade levels and locations **as assigned**. The Board will endeavor to match teaching assignments to the teacher's capabilities.
4. When **not** teaching, the teachers will be placed by the office of the Superintendent on the **basis** of need(s).
5. For purpose of location, administration and assignment, the teacher will be assigned to the Supervisor of Special Services.
6. Upon completion of his or her assignment **as** a permanent substitute, the teacher will be placed on the forced transfer list.
7. Permanent substitute teachers will retain the status of permanent contract teachers with all benefits **as** per the Union agreement.
8. Permanent substitutes have **a** right to **ask** principals of schools in which they serve for **an** evaluation.
9. Permanent substitute **status** for a teacher may change pending permanent openings at which time **they** may be **assigned** for one (1) **full** year. Selection for available term positions would be in order of seniority for those people assigned to permanent substitute status.

Appendix “A”

School Based Teachers (reference Article 12.18(ii))

Appendix "B"

Shared Teaching Provisions

- Eligibility - Participation in shared teaching is available to teachers in the employ of the Board.
- Percentage - Shared Teaching is only possible on **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 with a firm decision 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 curriculum supervisor
- Approval - Approval is at the discretion of the Board.
- Contract - The teachers **shall** be employed on a term contract.
- The teachers shall be deemed to be on permanent contract **as** provided by the Teachers' Provincial Agreement.
- 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, re-application 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 (½)** of the school year or the second one-half (½) **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 of **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 ½) days for each year **of** participation in a shared teaching arrangement.
- Parent 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 schedule 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 all be on a prorated basis.**
- Total Care cost **sharing of** premium, Special Leave, Travel Allowance, Professional Development **Grants, Sabbatical** 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.
- Substitution - Teachers on a shared teaching arrangement contract teach for ninety-seven and one-half (97 ½) days only and cannot perform **any** substitution unless they are in a forced lay-off or forced transfer **situation**.
- opting out - If the shared teaching position is unsatisfactory, the participants 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: _____
Prof #: _____	Prof #: _____

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 Supervisor of Curriculum.

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 NSTU and the Cape Breton-Victoria Regional School Board 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 10 **and** Appendix A Shared Teaching Provisions of the Professional agreement between the **Nova** Scotia Teachers Union **and** the Cape Breton-Victoria Regional School Board.

WITNESS

TEACHERS 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 BOARD

DATE: _____

SHARED TEACHING POSITION

Proposed Schedule for Sharing ~~Teachers:~~

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 Cape Breton-Victoria Regional School Board.

RATIONALE FOR PROPOSED SCHEDULE:

TEACHERS SIGNATURE

TEACHERS SIGNATURE

DATE

DATE

SHARED TEACHING POSITION

RECOMMENDATION OF SCHOOL PRINCIPAL:

SIGNATURE OF PRINCIPAL

SCHOOL

DATE

RECOMMENDATION OF DIRECTOR OF PROGRAMS:

SIGNATURE OF DIRECTOR OF PROGRAMS

DATE

Appendix "C"

Service Award/Death Benefit Provisions from Section 2 and Section 3 of the Collective Agreement between the Board and the Union, dated June 10, 1996.

Section 2 - ARTICLE 12 - SERVICE AWARD/DEATH BENEFIT

- 12.01 When a teacher who has been in the employ of the Board for at least ten (10) years and goes into retirement in accordance with the Teachers' Pension Act, or if a teacher dies while in the service of the Board, a Service Award/Death Benefit **shall** be paid to the teacher in the first instance and to the spouse in the latter instance. In the event that there is no spouse, then such Service Award/Death Benefit shall be paid to dependent children **as** described under the Income **Tax Act**. In the event that there are no dependent children then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 12.02 The Service Award/Death Benefit formula shall be on a "years of service" basis.
- 12.03
- i) The Board must be informed in writing on or before **April 25** in the case of a retirement or resignation in order for Service Award payments to be made in that school year. The Service Award payments shall be made on or before May 31 of that school year.
 - ii) Service Awards for teachers who submit their letters of resignation or retirement after **April 25** shall not be paid until May 31 of the following school year, unless illness or extraordinary circumstances that **are** acceptable in the opinion of the Board, result in late resignation or retirement.
 - iii) Notwithstanding 12.03(ii), Service Awards shall be paid within forty-five (**45**) days when termination of employment results through death, illness, or extraordinary circumstances that are acceptable in the opinion of the Board.
- 12.04
- i) Teachers who retire in accordance with 12.03(i) shall be entitled to a Service Award/Death Benefit to be calculated ~~at~~ the rate of two hundred twenty-five **dollars** (\$225.00) for each year of service with the Board to a **maximum** of thirty-five (35) years of service.
 - ii) Teachers who retire in accordance with 12.03(ii) shall be entitled to a **Service Award/Death Benefit** to be calculated at the rate of one hundred **sixty** dollars (\$160.00) for each year of service with the Board to a **maximum** of thirty-five (35) years of service.
- 12.05 Service with the immediately preceding employing school board replaced by the Board, shall be deemed service ~~with~~ the Board for the purpose of **this** article.
- 12.06 Notwithstanding 12.01, a teacher shall be entitled to **file** with the **Board** a written Designation of Beneficiary (**Appendix C**) for the **purpose** of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.

Section 3 - ARTICLE 15 - SERVICE AWARD/DEATH BENEFIT

- 15.01 A Service Award/Death Benefit shall be paid when:
- i) a teacher verifies that he/she is **in** receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - ii) has **fifteen (15)** or more **years** of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act, or
 - iii) dies **in** the service of the Board; or
 - iv) one whose age plus teaching experience totals seventy (70) or more at the time he/she ceases his/her employment with the Board.

15.02 The Service Award/Death Benefit formula shall be on a "years of **service**" basis.

15.03 In respect of retirements during or ~~at~~ the end of the following school years, the rate per year of service shall be:

1986-87	-	\$178.50
1987-88	-	\$183.85

Said amounts shall be increased annually in proportion to **increases** in the provincial salary scale. The maximum amount of Service Award/Death Benefit shall not exceed ten thousand dollars (\$10,000.00).

15.04 **The maximum years** of service to be used in calculating the Service Award/Death Benefit shall be thirty-five (**35**).

15.05 **The Service Award/Death Benefit** shall be paid in one (1) lump **sum**.

15.06 **Service with any** Board replaced by the District Board shall be deemed service with the District Board for the **purpose** of this article.

15.07 The Addendum between the Board and Union, dated November 1, 1983, regarding the investment of funds by the Board in **lieu** of a cash payment to certain teachers employed by the Board shall continue to be honoured by the Board, and the Addendum shall be deemed to be a part of this Agreement. Payments to teachers under these provisions shall be considered a Service Award/Death Benefit.

15.08 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 15.01(**iii**).

- 15.09 Notwithstanding 15.01, 15.05 and 15.06, **the Board** shall **advance**, at least thirty (30) days **prior** to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund, for the purpose of purchasing **past service**, the lesser of
- i) the **full** Service Award/Death Benefit available to the teacher,
 - ii) the actual amount **required** by the Pension Fund for the purchase **of** the past service.
- 15.10 The following conditions must be **met** before funds **shall** be released pursuant to 15.09:
- i) the teacher **has** resigned **his/her** position;
 - ii) the teacher requests the Board, in writing, to release the funds;
 - iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission **stating** the amount of funds required to purchase the past service;
 - iv) the teacher **files** with the **Board**, the required Revenue **Canada** Taxation Form (TD2) to effect the transfer;
 - v) the cheque releasing the funds **shall be** made payable to the Nova Scotia Teachers' Pension Commission.

Appendix "D"

SERVICE AWARD
BENEFICIARY DESIGNATION FORM

Complete all questions. If not applicable, print N/A

Only Applicable to NSTU Members

(1) NAME: _____
(Last) (First) (Middle)

(2) ADDRESS: _____

(Postal Code) _____

The Beneficiary for my Service Award is designated as:

(Name) (Relationship)

(Address)

This designation of beneficiary replaces any previous designation of beneficiary made by me. In addition, the Board shall not be held responsible for any claim resulting from the fact that a beneficiary has been designated by me.

(Date) (Signature)

(Witness)

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