



COLLECTIVE AGREEMENT

between the

Cape Breton-Victoria Regional School Board

and the

Nova Scotia Teachers Union

August 1, 2009- July 31, 2012

11322(05)

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THIS AGREEMENT is made in triplicate this 25th day of May, A.D., 2010

BETWEEN:

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

(Hereinafter called the “**BOARD**”)

PARTY OF THE FIRST PART

- and -

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

(Hereinafter called the “**UNION**”)

PARTY 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.

ARTICLE 2 - DEFINITIONS

2.01 Whenever used in this Agreement, the following words and terms shall have the respective meanings ascribed to them as follows:

- (a) “Board” means the Cape-Breton Victoria Regional School Board, whether represented through administrative staff or the elected school board, as determined from time to time by the Board;
- (b) “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;
- (c) “unfilled position” means a position for which there is an incumbent teacher;
 - (d) “vacant position” or “vacancy” means a full-time position for which there is no incumbent teacher.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 The term of this Agreement, except where otherwise provided, shall be from August 1, 2009 – July 31, 2012 or until a new agreement is reached pursuant to the *Teacher’s Collective Bargaining Act* or this Agreement is amended by mutual consent of the parties.

ARTICLE 4 - RIGHT TO UNION REPRESENTATION

- 4.01 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.
- 4.02 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.
- 4.03 Clauses 4.01 and 4.02 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 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.
- 5.02 The Union shall inform the Board in writing of the members of the Grievance Committee and of any changes in the membership thereof.
- 5.03 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.

Step One

- 5.04 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 Director of Human Resources or to some person designated by the Director of Human Resources, and the grievor shall provide the Grievance Committee with a copy of the grievance.
- 5.05 Within ten (10) calendar days of receiving the grievance, the Director of Human Resources, or his/her designate, shall reply in writing to the grievor and provide the Grievance Committee with a copy of the reply.

Step Two

- 5.06 In the event the grievance is not resolved to the satisfaction of the Union, the Grievance Committee may within ten (10) calendar days of the reply pursuant to Article 5.05 advise by notice in writing the Director of Human Resources, that it wishes to proceed to 5.07.
- 5.07 The Grievance Committee and the Director of Human Resources or designate shall meet within ten (10) calendar days of the receipt of notice pursuant to 5.06 and shall endeavor to settle the grievance.
- 5.08 The Director of Human Resources or designate shall reply in writing to the Union within ten (10) calendar days of the date of the meeting pursuant to Article 5.07.

Step Three

- 5.09 If the Grievance Committee and the Director of Human Resources, or designate, are unable to settle the grievance as a result of the meeting in 5.07, then the Union may within ten (10) calendar days of receipt of the response pursuant to 5.08, advise the Director of Human Resources, or designate, in writing, that the grievance shall be referred to an arbitrator.
- 5.10 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 5.09. 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.
- 5.11 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.

- 5.12 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.
- 5.13 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.
- 5.14 The decision of the arbitrator shall be final and binding upon the Board, the Union and the teacher(s).
- 5.15 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.
- 5.16 Time limits may be extended by mutual agreement of the parties involved and shall be confirmed in writing within ten (10) calendar days.
- 5.17 (i) When the alleged grievance has come to the attention of the grievor any time between and including the last teaching day in June and the day immediately prior to the first teaching day in September, the grievor shall only be required to fulfill the obligations set forth under Article 5.04 and thereafter all other time lines referred to herein with respect to the grievance procedure shall be suspended until the first teaching day in September at which time the parties' obligations commencing with Article 5.05 shall resume.
- (ii) In the event that any of the time periods referred to in this grievance procedure begin or expire on a day during Christmas Break or March Break (including Saturday and Sunday), the beginning or expiration of the period of time shall be deemed to take place on the first teaching day following the Christmas Break or March Break.
- 5.18 Any step of the grievance procedure may be omitted by the mutual consent of both parties in writing.

ARTICLE 6 - UNION TIME - LOCAL AFFAIRS

- 6.01 The Board shall provide a maximum of sixteen (16) days in each school year with pay for Union release time to allow teachers to carry out their duties of office. These days are to be banked and used within the school year at the discretion of the Union. Any unused days shall not be carried over to an ensuing school year.

- 6.02 In addition to the days provided for in Article 6.01, the Board shall allow the Union to allocate additional days not to exceed one hundred and ninety-five (195) days per-academic school year to teachers to perform their duties of office provided that the Union pays to the Board the actual cost of the replacement teacher(s).
- 6.03 The Union, through the Chairperson(s) of the Cape Breton-Victoria Regional Representative Council, shall advise the Director of Human Resources or designate in advance when days pursuant to Article 6.01 or 6.02 are required by a teacher and further shall make every reasonable effort to provide advance notice in writing.
- 6.04 Days as provided for in Articles 6.01 and 6.02 are days in addition to paid days claimed under Article 31.02 (iv) – Other Absences of the Teachers’ Provincial Agreement or when the Board or an agent of the Board requests a meeting with a teacher(s).

ARTICLE 7 - STAFF REDUCTIONS AND SENIORITY

Seniority Lists

- 7.01 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 7.02.
- (e) Seniority lists shall be in all schools by April 30.

Seniority

- 7.02
- (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 33.02 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 7.02, 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 20;
 - (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

- 7.03 (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 7.0 (a);
 - (ii) secondly, probationary teachers in accordance with the seniority list established pursuant to 7.01(b);
 - (iii) thirdly, term contract teachers, in accordance with the provisions of 11.13 (ii) of this Agreement;
 - (iv) fourthly, term contract teachers in accordance with the provisions of 11.13 (iii) of this Agreement.

Procedures (Permanent and Probationary)

- 7.04 (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 7.04 (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 8 - VACANCIES

- 8.01 All vacancies are determined by the Board and are defined as full-time positions for which there are no incumbent teachers.
- 8.02 Permanent contract teachers and probationary contract teachers shall not be eligible to apply for positions, other than administration, after the transfer round in accordance with Article 11.02 is complete.
- 8.03 (i) Provided the vacancies have appeared on at least one voluntary transfer list, vacancies which occur after the transfer process pursuant to Article 11 is complete shall be filled by the Board;

- (ii) Vacancies which have not appeared on at least one voluntary transfer list, shall be temporarily filled by the Board for one (1) year.
- 8.04 Notice of all vacancies and one year unfilled positions available prior to the twentieth-teaching day in any school year which are for supervisory positions shall be posted in the schools for a minimum of three (3) days, two (2) of which shall be teaching days and the job description and qualifications shall be posted with the notice and said positions shall be filled in the following time frames:
 - (a) available between April 1 and June 30 shall be filled by August 15, if possible, but in no event later than September 15.
 - (b) available before the 21st day of school before October 15.
- 8.05 Supervisory positions available after the 21st day of school and for the balance of the academic school year shall be filled by the Board by appointment from within the school, where possible.
- 8.06 In filling vacancies or one (1) year unfilled positions, the Board shall consider written and electronic applications only. If a vacancy or one (1) year unfilled position is not filled from the original applicants, and the Board still wishes to fill the vacancy, the Board will call for further applications.
- 8.07 Teachers presently in the employ of the Board shall be given priority in filling all vacancies or one (1) year unfilled positions within the system provided they possess the necessary qualifications.
- 8.08 Notwithstanding Article 8.04 during the months of July and August, such vacancies or one (1) year unfilled positions, shall be posted to the Board's website.
- 8.09
 - (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 position requirements have substantially changed, the position shall be re-posted.
- 8.10 Teaching positions shall not be posted until the receiving principal has been consulted.

ARTICLE 9 - PROMOTIONS

- 9.01 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%).
- 9.02 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 10 - SUPERVISORY PERSONNEL

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

ARTICLE 11 - TRANSFER OF TEACHERS

- 11.01 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 May 15 to June 25.
 - (ii) Forced Transfers shall occur by the last teaching day where possible.
 - (iii) All one year unfilled positions that may become available in any school year shall only appear on the second and the third voluntary transfer list and all permanent and probationary teachers shall have the right to apply for transfer to any such one (1) year unfilled positions that appear on such lists. Those teachers transferring into such positions, at the end of the school year, shall revert to their former positions. 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 this Article 11.

Voluntary Transfers

- 11.02 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 11.01, with a minimum of three (3) 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 electronically submitted to the Board's Director of Human Resources or his/her designate as indicated on the transfer notice.
- (ii) The Board shall publish lists in all schools of available vacant and unfilled positions at regular intervals during the period of May 15 to June 25. All vacancies which result from retirements, resignations, death of a teacher, dismissal for just cause or newly created teaching positions shall also be included on such lists. Teachers shall have a minimum of three (3) days, two of which shall be teaching days, to apply for transfer to available positions. The time-line may be shortened by mutual agreement.
- (iii) The posting shall contain the necessary qualifications for the position.

Joint Committee

- 11.03 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 re-posted.
 - (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) re-post 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.

- (vi) A Effective August 1, 2005, teachers hired or with recall rights in the following specialty areas – Art, Music, French (Core and Immersion), Resource, Reading Recovery, Speech, School Psychology and Guidance – shall, during the first four (4) years after the teacher is hired into any one of the foregoing specialty areas, be restricted to transfer only within that specific specialty area, provided they are qualified. A teacher’s four (4) year transfer restriction shall be calculated from the date a teacher’s probationary contract or teaching service deemed to be probationary begins.
- B Effective August 1, 2010, teachers hired or with recall rights in the following specialty areas – Art, Music, French (Core and Immersion), Resource, Speech, School Psychology and Guidance – shall, during the first seven (7) years after the teacher is hired into any one of the foregoing specialty areas, be restricted to transfer only within that specific specialty area, provided they are qualified. A teacher’s seven (7) year transfer restriction shall be calculated from the date a teacher’s probationary contract or teaching service deemed to be probationary begins.
- C With regards to teaching in the Reading Recovery Program, any teacher who is transferred into the said Program and who is first required to be trained by the Board shall remain subject to the four year (4) transfer restriction as set forth in 11.03 (vi) A.

Forced Transfers

- 11.04 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 on the forced transfer list in the following year or revert to their positions pursuant to 11.01(iii) whichever is applicable.
- 11.05 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, when requested, for the transfer. The Board shall give written reasons, when requested, for program protection and shall post the protected position.

- 11.06 If a principal or vice principal of a school is in a forced situation is considered for transfer pursuant to Article 11.05, then the staff member, other than the principal or vice principal with the least seniority in the school according to the system seniority is transferred.
- 11.07
- (i) 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 posted electronically 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. Order of choice shall be granted on the basis of the teacher's system seniority. Positions not posted on the last voluntary transfer list shall be a one (1) year position only.
 - (ii) Positions which remain unfilled or vacant following the meeting pursuant to 11.07 (i) are available to the Board for hiring.
 - (iii) Following the meeting pursuant to 11.07 (i), the Board shall post on the Board's web site three (3) rounds of postings, one of which shall occur in August. Only teachers who were eligible to attend the meeting pursuant to 11.07 (i) are eligible to apply for positions The Board shall advise said teachers and the Union of the dates of posting.
 - (iv) Available positions to be posted pursuant to 11.07 (iii) shall include new positions that become available after the meeting pursuant to 11.07 (i) and positions that become available from teachers identified in 11.07 (iii) selecting positions on the first or second posting round. All requests for transfer shall be electronically submitted to the Board's Director of Human Resources or designate as indicated on the posting notice. Subject to qualifications, teachers shall be awarded positions on the basis of system seniority.
 - (v) Positions that weren't selected on each round of posting pursuant to 11.07 (iii), positions resulting from teachers selecting positions on the third round of posting and positions that become available after the third round of postings are available to the Board for hiring.

- (vi) All positions filled under Article 11.07 shall be one (1) year positions only and said positions shall be posted to the Board's website as vacant or unfilled positions after May 15 of the following year.

- 11.08 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.

- 11.09
 - (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.

- 11.10 Following the placement of permanent and probationary teachers pursuant to Article 11.02, 11.07 and positions which become available to the Board shall be filled by the Board for the ensuing school year in the following order:
 - (i) permanent and probationary teachers on the Re-employment list pursuant to Article 7.04 (e);
 - (ii) term contract teachers who have at least two (2) full-time term consecutive years of service with the Board in the immediately preceding school years for a minimum of one hundred and seventy-five (175) days:
 - (a) to replace a regularly employed teacher who is on leave from the Board;
 - (b) to replace a regularly employed teacher who has been seconded;
 - (c) to replace a regularly employed permanent contract teacher who is job-sharing; or
 - (d) to replace a regularly employed permanent contract teacher who is employed to teach for one (1) semester in a school year;

provided the placement shall be in order of the teacher's seniority on the basis of consecutive service with the Board and further provided the teacher is, in the judgment of the Board, qualified to fill the position so offered.

Any positions available shall be offered in the following order:

- (a) regular teaching positions;
 - (b) term positions pursuant to 11.10 (ii);
 - (c) any other term position.
- (iii) term contract teachers:
- (a) who have service in consecutive school years with the Board;
 - (b) whose total term contract service has been for a minimum of sixty (60) days in each of those consecutive school years, and
 - (c) whose aggregate of term contract service is at least three hundred and ninety (390) days taught and claimed,

will be offered the position in the order of most days taught and claimed, provided the teacher is, in the judgment of the Board, qualified to fill the position so offered. Any positions shall be offered in the following order:

- (a) regular teaching positions;
- (b) term positions pursuant to 11.10 (ii);
- (c) any other term position.

Once the Board has met its obligations in accordance with 11.10 above and a teacher has been placed, the Board's obligations to all teachers with a position shall be considered satisfied as it pertains to the ensuing school year.

- (iv) For the purposes of Article 11.10, where a teacher has two (2) or more term contracts in the same academic school year with the Board and where the aggregate service is a minimum of one hundred and seventy-five (175) days and where the teacher has satisfactory evaluations, the teacher shall be deemed to have accumulated one (1) full-time term of service with the Board for the purposes of calculating the requirements under 11.10 (ii).

- 11.11 Any teacher in a forced transfer position shall have the option of returning to his/her former school if a position is reinstated or created on or before the 20th teaching day of the immediate ensuing school year and provided the teacher is, in the judgment of the Board, qualified to fill the position

that may have become available. The teacher concerned shall be notified of this option by the Board through the principal if an opening occurs.

Staffing

- 11.12 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.
- 11.13 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.
- 11.14 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

- 11.15 All teachers identified as Itinerant and or Circuit, or school based shall have full access to the provisions of this transfer article subject to and in accordance with the following terms and conditions:
- (i) Itinerant/circuit teachers are those teachers whose teaching assignment is not less than 50% delivering the following programs: elementary French, elementary Art, elementary Physical Education, Classroom Music, Instrumental Music, Speech Therapy, Resource and/or Integrated Resource, Assessment Teams and Guidance.
 - (ii) Teachers in elementary French, elementary Art and elementary Physical Education programs that meet the requirement of not less than 50% referred to above, shall continue to be Itinerant/circuit teachers unless or until the assignment in the elementary program falls below 30%.
 - (iii) Teachers who do not meet the description in Article 11.15(i) but have been recognized as itinerant/circuit teachers in accordance with the Settlement Agreement dated March 9, 2001 may, by mutual agreement of the parties, be subject to the terms and conditions of Article 11.15. Those teachers to which these provisions may apply shall be identified by a separate letter mutually confirmed by both parties.

- (iv) Those itinerant/circuit teachers identified in a separate letter mutually confirmed by the parties shall be considered school based and therefore shall remain subject to all of the provisions of this transfer article as it would otherwise apply to regular classroom teachers. If at any time a school-based/itinerant teacher identified in the letter transfers to any other teaching position their name shall be deleted from the letter and they shall no longer be considered school-based for the purposes of any itinerant teaching positions. The Board shall inform the Union annually of any teacher's name who is deleted from the letter.
- (v) All vacant positions in the program areas referred to in Article 11.15 (i) shall be considered non-school-based.
- (vi) When staffing itinerant schools, the Board shall first complete the staffing assignments, including any realignment, of school based itinerant teachers before the provisions of Article 11.16 take effect.
- (vii) School-based itinerant/circuit teachers shall be assigned a base school. When a school-based teacher's assignment in the itinerant program area is eliminated, the teacher shall be entitled to be assigned with a base school based on seniority within the school per Article 11.04 in any program area for which the teacher is qualified.
- (viii) Assignments in the itinerant/circuit program areas shall be completed prior to the commencement of the volunteer transfer process.

11.16 The following transfer procedures shall apply to non-school based itinerant/circuit teachers:

- (i) Forced transfers or the designation of a teacher(s) as surplus can only occur in instances of reduction of staff or a loss in enrollment.
- (ii) A forced transfer or the designation of a teacher(s) as surplus shall not occur if the teaching assignment for a particular position does not change or if, any change does not affect the assignment of another itinerant teacher.
- (iii) A forced transfer or the designation of a teacher(s) as surplus shall not occur unless a realignment of teachers in the itinerant school is necessary.
- (iv) Forced transfers or the designation of a teacher(s) as surplus shall not occur when the Board provides additional teaching time to an itinerant school and where the addition of said time does not reduce the teaching assignment of any teacher(s) in the itinerant school.

- (v) Notification of any change in the assignment of itinerant teachers must be made prior to the commencement of the voluntary transfer process.
- (vi) A Subject to the conditions set out in 11.16 (i, ii, iii, iv), where an itinerant teacher's assignment has changed due to a realignment of teachers in the itinerant school and which realignment affects the current assignment of another teacher or teachers in the itinerant school, all affected teachers will be declared surplus and said teachers will select a position in the itinerant school pursuant to 11.16 (vii).

B Subject to qualifications, in situations where there is more than one (1) itinerant school position at a school, the teacher with the least seniority shall be declared surplus in the itinerant school where there is a reduction of itinerant school positions at the school.
- (vii) All vacant positions, which include positions resulting from teachers being declared surplus pursuant to Article 11.16 (vi) A, in the program areas defined in Article 11.15 (i) and (ii) shall be made available to non-school based itinerant/circuit teachers in that itinerant school. The Board shall post the list of available vacant positions to non-school based itinerant teachers forty-eight (48) hours prior to the filling of the position. In the absence of exceptional circumstances, seniority shall be the overriding factor in filling these vacant positions provided the teacher is qualified for the position.
- (viii) The final remaining vacant itinerant positions shall be posted according to the regular transfer process and shall be noted as itinerant positions.
- (ix) 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.
- (x) Notwithstanding Article 11.16 (ix), a teacher with greater seniority may request to be placed on the forced transfer list provided this request prevents a teacher in Article 11.16 (ix) from being placed on the forced transfer list. If two (2) or more teachers make said request the teacher with the greater seniority will have priority for placement on the forced transfer list.
- (xi) 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. A copy of said lists shall be initialed by a representative of the Union and the Superintendent of Schools or designate.

School Complex

- 11.17 (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.
- 11.18 All dates specified in this Article 11 may be altered only by mutual agreement between the Board and the Union.

ARTICLE 12 - NOTICE OF ASSIGNMENT

- 12.01 The Board will notify all teachers prior to the posting of the first transfer list of any change in their teaching assignment for the ensuing school year unless unforeseen and/or extenuating circumstances make this impossible.
- 12.02 The Principal will consult with his/her staff prior to submitting teaching positions to the first voluntary transfer list.
- 12.03 After notification has been given a teacher, or if notification cannot be given prior to the posting of the first transfer list pursuant to 12.01, 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.
- 12.04 (i) Subject to 12.04 (ii), any teacher who selects a job on the voluntary transfer list cannot be re-assigned to any other position within the school which they selected for the ensuing school year unless such movement results from their further participation in the voluntary transfer process.
- (ii) If during the ensuing school year, after the voluntary transfer process has been completed, an unforeseen staff re-assignment becomes necessary within the school in which the teacher had chosen a position in accordance with (i) above, that teacher shall be permitted to be considered along with all other school staff teachers for the re-assignment.

ARTICLE 13 - SHARED TEACHING

- 13.01 The Parties agree to implement job-sharing provisions for teachers as outlined in Schedule “B”.
- 13.02 Any permanent contract teacher shall be free to enter a shared teaching agreement with any other permanent contract teacher if available or otherwise the shared teaching position available shall be subject to the Board’s normal hiring process.
- 13.03 The Board shall have the right to approve all shared teaching applications.

ARTICLE 14 - BOARD-INITIATED TRANSFER

- 14.01 Board Initiated Transfer from one school to another can occur throughout the school year.
- 14.02 Board Initiated Transfers may be made for exceptional personnel issues related to staff, students or the community;
- 14.03 In all cases of Board-Initiated Transfer there must first be discussion between the Director of Human Resources or designate and the teacher(s). If the teacher(s) request, a representative of the Union may be present during the discussion. If requested by the teacher(s), the Director of Human Resources or designate shall give written reasons for the transfer to the teacher(s), with a copy to the Chairs of the NSTU-RRC.
- 14.04 It is agreed that in all cases involving the transfer of a teacher from one school to another (where there is not mutual consent between the Board and the teacher), such change may be made after prior consultation with the teacher affected. In effecting such transfers, the Board:
- (a) shall not act unjustly, unreasonably, arbitrarily, discriminatorily, or in bad faith;
 - (b) shall, without limiting the generality of sub-paragraph (a), take into consideration the following matters:
 - i. the teacher’s wishes;
 - ii. the teacher’s age;
 - iii. the teacher’s qualifications and teaching experience;
 - iv. the teacher’s proximity to retirement;
 - v. the residence of the teacher;
 - vi. whether the teacher has a license to drive a motor vehicle;
 - vii. any physical disabilities or health problems of the teacher;

- viii. the availability of car pools or other means of transportation;
 - (c) shall, if requested, give the teacher written reasons for the transfer within ten (10) days and forward a copy to the Chairs of the RRC.

- 14.05 In the event that a teacher grieves a transfer effected pursuant to Article 14.04, the Board shall bear the burden of establishing that the transfer was in compliance with Article 14.04.

- 14.06 In the event that a teacher grieves a transfer effected pursuant to Article 14.04:
 - (a) all of the time limits in Article 5 – Grievance Procedure shall be reduced by fifty (50) percent;
 - (b) the Arbitrator shall have the authority to make an interim award delaying transfer until the grievance is resolved; and
 - (c) for the purposes of Article 5 – Grievance Procedure, “effective knowledge” remains as ten (10) calendar days from the date of the receipt of the reasons given pursuant to Article 14.04.

- 14.07 In each and every case of a Board-Initiated Transfer in which the transfer involves the teacher having to journey a greater distance to his/her place of employment, the Director of Human Resources or designate shall make every reasonable effort to place the affected teacher in a position which is geographically situated as close as possible to the teacher’s residence

- 14.08 Should a teacher transfer pursuant to Article 14.02 within a school year, there shall be every reasonable effort made to provide up to two (2) weeks between the time a teacher is officially informed of the transfer by the Director of Human Resources or designate, and the time the transfer takes place. The teacher shall be provided with up to three (3) days free from teaching duties but shall report to a worksite to prepare for the transfer.

ARTICLE 15 - TEACHER IN CHARGE

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

- 15.02 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.

- 15.03 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.
- 15.04 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- 15.05 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.
- 15.06 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.
- 15.07 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 16 - ADDITIONAL INSTRUCTIONAL SERVICES

- 16.01 Teachers shall be required, upon request through the Principal, to provide students who are absent, copies of instructional materials that were prepared for the teaching 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 17 - TEACHER AMENITIES

- 17.01 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.

17.02 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 18 - SUMMER SCHOOL/EVENING CLASSES

18.01 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.

18.02 Salary and benefits shall be as determined by the Board.

18.03 The Board and the Cape Breton-Victoria Regional Representative Council (NSTU) may agree in writing to change the terms and conditions of this clause and such agreed change shall be an amendment to this Agreement.

ARTICLE 19 - METHOD OF PAYMENT

19.01 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.

19.02 All net pay amounts will be deposited in the account in the financial institution of the teacher's choice on each individual pay date.

19.03 (i) Teachers will receive an itemized statement on each pay day, in a sealed envelope, or electronically if designated by the teacher, which sets out the exact amount of gross and net pay for each pay period and itemized deductions as/per the Deductions, Article 52 of the Teachers' Provincial Agreement. These statements will be available on the pay date or the following day at the school, or electronically as the case may be, to which the teacher is assigned, or mailed to itinerant teachers who request in writing to have them mailed.

- (ii) Notwithstanding Article 19.03(i), 19.04 and 19.07, upon implementation of the SAP-HR/Payroll System, and with three (3) months notice to teachers and the Union, the pay and deduction statement shall be made available electronically through the Employee's Self Service (ESS) application only.
- 19.04 Notwithstanding 19.03(i), 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.
- 19.05 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.
- 19.06 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.
- 19.07 Notwithstanding 19.03(i) and 19.04, 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.
- 19.08
- (i) Any overpayment of salary or under deduction of benefits made (hereinafter both referred to as "overpayment",) to a teacher may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the pay due to the teacher within a twelve (12) month period or lesser period that the Board and the teacher may agree to in writing.
 - (ii) Notwithstanding Article 19.08 (i) overpayment of salary of six hundred and fifty dollars (\$650.00) or less may be recovered by the Board by withholding up to a maximum of twenty five dollars (\$25.00) per pay.
 - (iii) If the amount owing exceeds four thousand dollars (\$4,000.00), the Board agrees to extend the repayment schedule to twenty-four months or such lesser period that the Board and the teacher may agree to in writing.
 - (iv) Notwithstanding 19.08 (i), (ii) and (iii) overpayment made to a teacher whose contract period is twelve months or less may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the teacher's remaining pay periods.

- (v) Article 19.08 (i) shall not apply to teachers who take personal days without pay. In this circumstance, the Board may recover the salary owed in the next pay period or in exceptional circumstances, the Board may at the request of the teacher make alternate arrangements.
- (vi) The Board will not attempt to recover any overpayment of salary unless notice of overpayment has been given by the Board to the teacher no later than the 28th day of February following the end of the school year in which the overpayment occurred.

- 19.09 Notwithstanding Article 19.08, the teacher shall only be responsible to pay the net amount of the overpayment.
- 19.10 If the calculation of the number of days taught and claimed determines that a teacher at the time of her/his death had received more salary than was owing according to the statement of days taught and claimed, the Board agrees to waive all claims to recovery of such overpayment.
- 19.11 If a grievance has been filed in respect of the question of error, the period of recovery under Article 19.08 shall not commence until the grievance has been resolved pursuant to Article 5 Grievance Procedure of this Agreement.
- 19.12 Notwithstanding Article 19.01, any new teacher to the Board shall receive that portion of their salary payable during the month of August no later than on the first pay date in September provided the Board has received the required documentation regarding certificate level, years of service and personnel deductions.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 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.
- 20.02 (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.

- 20.03 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.
- 20.04 (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 20.05. 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.
- 20.05 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.
- 20.06 Notwithstanding 20.05, if the position of the teacher has been phased out the provisions of Article 7, Staff Reductions and Seniority clauses of this Agreement shall apply upon his/her return.
- 20.07 During an authorized Leave of Absence which is for a duration of one (1) year or less, seniority shall continue. Any leaves of absence which may be granted and extend, on a consecutive basis, beyond one (1) year, shall result in seniority not accumulating for any leave period extending beyond one (1) year.
- 20.08 (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.

- 20.09 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 21 - SPECIAL LEAVE

- 21.01 (i) 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.
- (ii) Where the interment or memorial service is not held within the five (5) day period immediately following the death of an immediate family member, in the event that there is subsequently an interment or memorial service which falls on a school day, the teacher shall be entitled to bank one (1) of the five (5) day leaves referred to in Article 21.01(i) above and take the day at a later time for the purposes of attending such service. Further provided that the day is taken within six (6) months following the end of the school year in which the death occurred.
- 21.02 "Immediate Family" shall include spouse or same sex partner, fiancé(e), mother, father, grandmother, grandfather, child, sister, brother, son-in-law, daughter-in-law, grandson, granddaughter, step-child and former guardian.
- 21.03 (i) 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.
- (ii) A teacher shall be entitled to special leave of one (1) day with pay for the purpose of attending either the funeral or burial service, provided such service falls on a teaching day, necessitated by the death of the teacher's aunt, uncle, sister-in-law, brother-in-law, niece or nephew.
- 21.04 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.

- 21.05 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.
- 21.06 In addition to the days granted in Article 21.01 and 21.04, 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.
- 21.07 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 22 - RELIGIOUS HOLIDAYS

- 22.01 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 23 - SICK LEAVE

- 23.01 Every teacher shall be entitled to twenty (20) days Sick Leave per school year.
- 23.02 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 23.01 and subject to 23.05 hereafter.
- 23.03 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 23.02 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.
- 23.04 Unused days in the previous year which cannot be accumulated are canceled and void.

- 23.05 Notwithstanding Article 23.01, 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 23.01.
- 23.06 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.
- 23.07 Subject to Article 23.05, cumulative sick leave days shall not begin to be used until the current year's regular sick leave has been expended, pursuant to 23.01.
- 23.08 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.
- 23.09 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 23.10 The Board shall inform each teacher in its employ on the teacher's direct deposit statement the number of sick days credited to the teacher.
- 23.11 (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.
- 23.12 The parties agree, during the term of this Agreement, to establish a joint Board/Union committee to develop a protocol to examine the present uses and abuses of the use of sick leave.
- 23.13 Teachers may be required to present a medical certificate, if the illness is more than five (5) consecutive days or if there is a persistent pattern of illness. The Board shall be responsible for the cost of a medical certificate.

ARTICLE 24 - FUNERAL SERVICES

- 24.01 The Principal will determine appropriate representation at funerals, while maintaining secure operation of the school.
- 24.02 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 25 - LEGAL ASSISTANCE

- 25.01 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 Board, the Board shall defend the action at its cost in the name of the teacher.
- 25.02 The teacher shall advise the Board through the Superintendent or designate, immediately upon being served with any originating document, and shall provide the Superintendent or such personas he/she may designate with the originating document or a copy at that time.
- 25.03 Subject to 25.02, the teacher shall give written notice, if mailed it shall be by registered mail, to the Board 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.
- 25.04 The teacher shall cooperate fully with the Board and the solicitor appointed to conduct the proceedings.
- 25.05 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.
- 25.06 The Board 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 26 - MANAGEMENT TEACHER COMMITTEE

- 26.01 Effective on the date of the signing of the Agreement, the Board and the Union shall establish a Management/Teacher Committee made up of four (4) representatives appointed by the Union and four (4) Management Representatives of the Board one of whom shall be the Director of Human

Resources. A Board representative and a Union representative from the committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

- 26.02 The mandate of the Management/Teacher Committee is to encourage the exchange of information, ideas and opinions on educational and operational matters of mutual interest and concern. The Committee shall be a cooperative venture and shall not address grievances or matters of collective bargaining.
- 26.03 The Management/Teacher Committee shall meet in October, January and April of each year and such additional times as shall be mutually agreed by the parties.
- 26.04 A meeting of the Committee can be called by either party provided there is at least two weeks notice and that the date of the meeting is mutually agreeable to both parties.
- 26.05 The agenda for each Management/Teacher Committee meeting shall be set five (5) working days prior to the meeting as mutually agreed to by the Joint Chairpersons. Submissions of agenda items shall include a brief explanation of the agenda item.
- 26.06 The Board will provide a secretary to record and circulate the minutes of the meeting.

ARTICLE 27 - BOARD-TEACHER COMMITTEE

- 27.01 The Board and Union agree to establish a Board-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.
- 27.02 The Committee shall consist of four (4) representatives of the Board, at least two (2) of whom shall be from the elected Board membership, and four (4) representatives appointed from the Union membership.
- 27.03 The Committee shall meet at least twice during each school year, and such additional times as shall be mutually agreed upon by the parties.

ARTICLE 28 - BOARD POLICY

- 28.01 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.
- 28.02 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.
- 28.03 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 29 - SCHOOL CLIMATE

- 29.01 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.
- 29.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 29.03 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.
- 29.04 If the discipline concern remains unsolved, 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 30 - RELIGIOUS INSTRUCTION

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

ARTICLE 31 - TEACHER'S CHILDREN

- 31.01 A teacher shall not be required to teach his/her own child/children.

31.02 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 32 - TEACHER'S PROPERTY – LOSS OR DAMAGE

32.01 If a teacher wishes to receive compensation for personal property that was lost or damaged while being used for instructional purposes within the school the teacher shall have written authorization of school-based administration subject to 32.03 (a) prior to the use of such property.

32.02 It is the responsibility of each teacher to take appropriate steps to protect his/her personal property from loss or damage.

32.03 When personal property of a teacher is lost or damaged while in the school due to fire, water, break-in or the negligence of the Board, the teacher may make a claim subject to the following:

- a. the teacher notified the principal when the personal property first arrived at the school and the principal registered the property in writing, signed by the teacher, on the approved form provided by the Board;
- b. the teacher carries a home owner's insurance policy on the teacher's property and the property being claimed is not covered by the policy;
- c. theft or damage is not the result of negligence by the teacher claiming the compensation;
- d. Compensation claims shall be limited to:
 - (i) the depreciated value of the personal property and shall not include payment of any of the teacher's labour in preparing the property for educational purposes;
 - (ii) the lesser of the deductible portion of the teacher's insurance policy or the appraised depreciated value to a maximum payment by the board of any claim of \$1,000.00 provided the principal has approved the use of the property and the teacher has registered the item on the approved form as required herein;
 - (iii) claims of less than \$50.00 will not be considered;
- e. such payment shall be without admission of liability and constitute a full release of all claims against the board and its employees.

- 32.04 In order to receive compensation the teacher must file documentation satisfactory to the Board and/or the Board's insurers. The claim must be made within three (3) days of the knowledge of the theft or damage.
- 32.05 A teacher may be reimbursed by the Board for recoverable expenses for eyeglasses subject to the following:
- a. eyeglasses are damaged in the course of a teacher's duties;
 - b. teacher can demonstrate that she/he acted in a responsible manner;
 - c. reimbursement shall be to a maximum of \$400.00 for claim;
 - d. teacher must first access his/her NSTU medical insurance policy on eyeglasses if available.

ARTICLE 33 - OCCUPATIONAL HEALTH & SAFETY

- 33.01 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*.
- 33.02 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 34 - RETIREMENT SEMINARS

- 34.01 (i) Teachers within five (5) years of retirement shall, upon request, be given two (2) days leave of absence, within the said five (5) years, without loss of salary or benefits, for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired in accordance with Article 32 – Substitute Teachers of the Teachers' Provincial Agreement.
- (ii) Teachers shall be permitted to attend one such seminar. Preference in attendance shall be given first to those teachers closest to retirement.

ARTICLE 35 - COLLECTION OF MONEY

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

ARTICLE 36 - GENERAL

- 36.01 This Agreement does not revoke or alter any agreement (except for collective agreements) between the parties which is not specifically dealt with herein.
- 36.02 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.
- 36.03 The Board shall exercise its rights under this Agreement fairly and reasonably, in good faith and without discrimination.

ARTICLE 37 - PRINTING OF AGREEMENT

- 37.01 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.
- 37.02 The cost of printing shall be equally shared between the Union and the Board.

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

NOVASCOTIA TEACHERS UNION

**CAPE BRETON-VICTORIA
REGIONAL SCHOOL BOARD**

Alexis Allen

NSTU President

Lorne Green

Board Chair

Peter Murphy

Witness

George Boudreau

Witness

Bill Redden

Executive Director

N. E. Davis

Superintendent

Bruce Kelloway

Witness

Beth MacIsaac

Witness

Arnold Burke

Chair – Cape Breton Regional
Representative Council

Beth MacIsaac

Director of Human Resources

Mike Dunphy

Witness

Joe Chisholm

Witness

Mary Passerini

Coordinator of Human Resources

George Boudreau

Witness

Schedule “A”

Permanent Substitute Guidelines [reference to Article 7.04(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 endeavour 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.

Schedule “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 (1/2) of the school year or the second one half (1/2) of the school year shall be paid the salary entitlement during his or her time of teaching.
Method of Payment -	Unless alternate arrangements are agreed to by the parties, salary payments will be made on a regular basis 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 13 and Schedule B Shared Teaching Provisions of the Professional agreement between the Nova Scotia Teachers Union and the Cape Breton-Victoria Regional School Board.

WITNESS

TEACHER'S SIGNATURE

DATE

Section 11

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:

TEACHER'S SIGNATURE

TEACHER'S SIGNATURE

DATE

DATE

SHARED TEACHING POSITION

RECOMMENDATION OF SCHOOL PRINCIPAL:

SIGNATURE OF PRINCIPAL

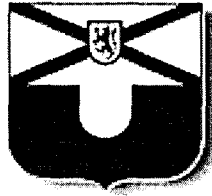
SCHOOL

DATE

RECOMMENDATION OF DIRECTOR OF PROGRAMS:

SIGNATURE OF DIRECTOR OF PROGRAMS

DATE



Produced June 2010

**Nova Scotia Teachers Union
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Halifax, NS
B3L 4L7**

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