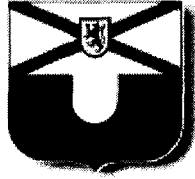


11336



COLLECTIVE AGREEMENT

between the

Chignecto-Central Regional School Board

and the

Nova Scotia Teachers Union

June 4, 2003 - October 31, 2005

11336(03)

THIS AGREEMENT made in duplicate this 4th day of June, 2003 , A.D.
BETWEEN

The **CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD**, of
the Province of Nova Scotia, hereinafter called the **“BOARD”**

Party of the first part

and

The **NOVA SCOTIA TEACHERS UNION**, a body corporate, pursuant
to Chapter 109 of the Statutes of Nova Scotia, 1968, the ***Teaching
Profession Act***, hereinafter referred to as the **“NSTU”**

Party of the second part

THIS AGREEMENT shall enure to the benefit of, and be binding upon,
the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto have executed this
Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

Wayne MacGillivray
WITNESS

Robert G. Parker
CHAIRPERSON OF BOARD

Gary A. Miller
SUPERINTENDENT OF SCHOOLS

The Nova Scotia Teachers Union

Colin R. Campbell
WITNESS

Brian Forbes
PRESIDENT OF NSTU

Colchester-East Hants, Cumberland and Pictou District Locals
of the Nova Scotia Teachers Union

Brenda Fletcher
WITNESS

Eric M. Boutilier
PRESIDENT
Colchester-East Hants District Local

Jane Black
WITNESS

Hope E. LeMoine
PRESIDENT
Cumberland District Local

Ron Kennedy
WITNESS

John P. Spurdakes
PRESIDENT
Pictou District Local

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ARTICLE 1 - TERM OF AGREEMENT

- 1.01 The provisions of this Agreement shall be effective as of the date of signing and shall remain in full force and effect until the 31st day of October, 2005, or until a new Agreement is reached in accordance with the *Teachers' Collective Bargaining Act* for the Province of Nova Scotia, or this Agreement is amended by mutual consent of the two parties.
- 1.02 Either party to this Agreement may request the other party to negotiate a new Agreement, or to agree to an amendment to this Agreement, by giving written notice to the other party within the period of two (2) months before the next termination date of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 "Abilities" means the demonstrated proficiency to effectively deal with teaching/administrative situations which are likely to arise.
- 2.02 "Acting Administrative Position" means an administrative position where the assignment is for one year or less resulting directly from an absence.
- 2.03 "Administrative Position" means a position for which a teacher receives an administrative allowance.
- 2.04 "Administrative Unit" means all such school building(s) as are assigned from time to time to a Principal for purposes of administration.
- 2.05 "Board" means the Chignecto-Central Regional School Board, whether represented through administrative staff or the elected School Board as determined from time to time by the Board.
- 2.06 "Board initiated transfer" means a transfer of a displaced teacher to another teaching position in another school, where no other teaching position in the system could be found that was mutually agreeable to both the displaced teacher and the Board.
- 2.07 "Service" or "Board Service" means all years of employment or part years of employment pro-rated to full-time equivalency (but excluding substitute service) with the Board or such recognized service with an immediately preceding school board for which the Board has become the successor Board.
- 2.08 "Director of Corporate Services, or designate" means the Director of Corporate Services for the Chignecto-Central Regional School Board.

- 2.09 “Displaced teacher” means a surplus teacher who, following an opportunity to voluntarily transfer, has not obtained another teaching position of her/his choice for the ensuing school year and who has been placed in a teaching position through a Board initiated transfer.
- 2.10 “Experience” means teaching or work activities relevant to the position being considered and shall include, but shall not be limited to, the following: providing leadership to other teachers, committee work at the Board or provincial level or to a professional development component sponsored by the Union, education research, peer coaching, the development of curriculum/instructional projects, personal or professional development or other similar activities in related endeavors.
- 2.11 “NSTU-Chignecto Regional Representative Council” or “NSTU-CRRC” means an organizational structure of the NSTU which represents teachers within the geographical regions serviced by the Chignecto-Central Regional School Board.
- 2.12 “Part-time teacher” is a teacher employed by the Board to teach for a specific number of days, or parts of days, per week or month throughout the school year, but fewer than the number of full days prescribed as making up the school year.
- 2.13 “Qualifications”, “Professional Qualifications”, or “Qualified” means teacher’s teaching certificate, degrees, major and minor areas of study, and completed courses of study in specialized areas that are relevant to the teaching/administrative assignment.
- 2.14 “Redundant teacher” means a surplus teacher who has been laid off for other than just cause and whose name has been placed on a list of laid-off teachers pursuant to the Staff Reduction Article under this Agreement.
- 2.15 “Surplus” or “Surplus teacher” means a permanent or probationary contract teacher whose position has been deemed to be in excess of the number of positions required by the Board at her/his place of employment.
- 2.16 “Teacher Initiated Transfer” or “Voluntary Transfer” means a transfer of a teacher, including a surplus teacher, to a position in another school, where there is mutual agreement between the teacher and the Board to move to a vacant or unfilled position.
- 2.17 “Unfilled Position” means a position for which there is an incumbent teacher.

- 2.18 “Union” means the Nova Scotia Teachers Union.
- 2.19 “Vacant Position” means a position for which there is no incumbent teacher.
- 2.20 Nothing within this Definition Article shall be deemed to be a definition interchangeable with the *Teachers’ Provincial Agreement* between the Minister of Education and the NSTU, except where specifically noted as so intended.
- 2.21 References herein to the *Education Act* and/or the *Teachers’ Collective Bargaining Act* and the Regulations made thereunder shall be deemed to include amendments from time to time to such *Acts* or the Regulations made thereunder.
- 2.22 Wherever a named position (i.e. Superintendent, Director of Corporate Services, or designate, Principal, etc.) is identified in this Agreement, the person in such position shall be entitled to delegate such responsibility, provided such person remains accountable for the actions of the delegate.

ARTICLE 3 - RECOGNITION

- 3.01 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.

ARTICLE 4 - GOOD FAITH BETWEEN THE PARTIES

- 4.01 The Board and the Union shall exercise their rights under this Professional Agreement reasonably, in good faith and without discrimination and in a manner consistent with the provisions of this Professional Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 a. Each Local of the Union shall no later than June 30th of each school year appoint not more than one (1) teacher and one (1) alternate to be members of a committee which shall be known as the Grievance Committee and the function of which shall be to deal with grievances. Each Local of the Union shall inform the Board in writing of the member and alternate of the Grievance Committee and of any change in the membership thereof.
- b. Notice to the Board’s Director of Corporate Services shall be deemed to be notice to the Board, unless otherwise stated herein.

- 5.02 A dispute regarding the application, interpretation, operation, or any alleged violation of this Agreement and Articles contained herein, shall constitute a grievance and shall be processed according to the procedures set forth in this Article.
- 5.03 Wherever practicable the person making the complaint should first attempt to resolve the matter informally through discussions with the other persons involved.
- 5.04 STEP ONE. If the informal discussions in Article 5.03 are not successful in resolving the complaint, then, with the approval of the Union Grievance Committee, the matter shall be considered a formal grievance and shall be forwarded to the Director of Corporate Services, or designate, for a Step One review within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Such written grievance shall specify the circumstances giving rise to the grievance, the Article of the Agreement allegedly violated and the redress sought. The grievance shall be on a grievance form approved by the Union. The Director of Corporate Services, or designate, shall render a decision in writing within ten (10) calendar days, failing which the grievance shall be deemed denied.
- 5.05 STEP TWO. If the reply is not acceptable to the Grievor, the Union Grievance Committee and the Director of Corporate Services shall meet within ten (10) calendar days, or as otherwise mutually agreed, and shall endeavor to settle the grievance. A reply shall be provided within five (5) calendar days of such meeting.
- 5.06 STEP THREE. Failing settlement at Step Two, the Union Grievance Committee may, within ten (10) calendar days of receipt of the Step Two decision, give notice in writing to the Director of Corporate Services, of its intention to refer the grievance to binding arbitration.
- 5.07 Either the Union Grievance Committee or the Board may request that either or both of Steps One and Two be held by meeting in person, if the nature of the Grievance so warrants. Otherwise, the Grievance may be processed in writing.
- 5.08 Both parties agree that arbitration shall be by way of a single Arbitrator. Within ten (10) calendar days of notice of arbitration, the parties shall exchange names and communicate in an effort to agree upon a single Arbitrator. If the parties are unable to agree upon an Arbitrator within ten (10) calendar days of notice of arbitration, either party shall be at liberty to apply to the Minister of Labour who shall make an appointment of such Arbitrator.

- 5.09 The Arbitrator shall meet with both parties as soon as reasonably practical after her/his appointment, and in any event, not more than sixty (60) days following date of such appointment, unless both the Board and the Union otherwise agree. The decision of such Arbitrator shall be final and binding upon the Board, the Union and all members of the bargaining unit. The Arbitrator, once appointed shall hear the grievance and render a decision as expeditiously as possible, but in no event any later than one month from the date of the end of the arbitration hearing.
- 5.10 Notwithstanding any provisions of this Article, the Union shall have the right to originate a grievance on behalf of any teacher or group of teachers and the Board shall have the right to originate a written grievance by filing same with the Union, setting forth the particulars of the violation and the redress sought. The time limitations contained in this Article shall be mandatory and apply in like fashion to such Union or Board initiated grievances, which shall be deemed to commence at Step Two. A Union grievance shall be addressable to the Director of Corporate Services, or designate, and a Board grievance shall be addressable to the Chairperson of NSTU-CRRC. The receiving party shall reply to the grievor party within ten (10) calendar days. If the decision of the receiving party is not acceptable to the grievor, then the latter may, within ten (10) calendar days of such answer, give notice, in writing, of its intention to refer the matter to arbitration as herein described.
- 5.11 Any Step of the grievance procedure may be omitted with the written consent of both parties.
- 5.12 The Arbitrator shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend nor modify any of the provisions thereof.
- 5.13 Each party shall share equally in the costs, expenses and fees of the Arbitrator.
- 5.14 The time limits contained in this Article are mandatory and no arbitrator shall have the power to amend such time limits, nor proceed with a grievance with respect to which there has been a breach of the time limits. Failure by the Union to proceed to the next stage of the grievance procedure within the time limits specified shall constitute abandonment of the grievance. Where the Board has failed to provide a reply within the time specified, such reply shall be deemed to be negative and have been made on the last day for such reply. Thereafter, the Union shall be required to proceed to the next Step within the stipulated time limit. The time limits contained in this Agreement may be extended by mutual agreement of the parties, but only if such extension and mutual agreement is forthwith confirmed in writing by the requesting party.

ARTICLE 6 - TEACHER-BOARD COMMITTEE

- 6.01 The Board and the Union agree to establish a Teacher-Board Committee to encourage interchange of information, ideas and opinion 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.
- 6.02 The Committee shall be composed of the following members:
- a. Four (4) representatives **of** the Board, at least two (2) of whom shall be elected Board members;
 - b. Four (4) representatives of the Union.
- 6.03 The Committee shall meet at least three (3) times during each school year, and such additional times as shall be mutually agreed upon by the parties.

ARTICLE 7 - IMPLEMENTATION OF EDUCATIONAL CHANGE

- 7.01 For the purposes of this Agreement the term “Educational Change” shall refer to:
- a. significant curriculum changes;
 - b. significant new instructional strategies;
 - c. significant additional teaching responsibilities outside the teacher’s usual area of responsibility.
- 7.02 The parties recognize the authority and responsibility **of** the Board to implement educational change and that such change is most effectively implemented through a consultative process with stakeholders, including teachers.
- 7.03 When Educational Change is to be introduced by the Board, except in extraordinary circumstances, the Board shall notify the Union in writing at least **sixty (60)** calendar days before the proposed introduction of the Educational Change.
- 7.04 When an Educational Change is announced by either the Department of Education or the Board, such change shall be referred to the Teacher-Board Committee for consultation.
- 7.05 The Teacher-Board Committee may, either on its own or through a sub-committee, make timely recommendations to the Board to assist implementation of the Educational Change.

- 7.06 The Teacher-Board Committee may consider and make recommendations which may include but not be limited to:
- a. strategies of and rationale for the implementation;
 - b. time lines for implementation;
 - c. in-service support;
 - d. in-service strategies;
 - e. recommendations for study leaves;
 - f. the identification of and supply of resource materials such as articles, texts and other related educational books and readings;
 - g. an evaluation schedule;
 - h. a human resources listing;
 - i. a listing of recommended courses to assist teachers in implementation which should be made available for a recommended number of teachers;
 - j. the supply of instructional materials required;
 - k. the provision and supply of facilities and special equipment needs and a support budget;
 - l. financial planning for implementation.

ARTICLE 8 - BOARD INFORMATION

- 8.01 The Board shall supply the NSTU-CRRC with a copy of minutes of Board meetings after such minutes are adopted by the Board.
- 8.02 The Board shall supply the NSTU-CRRC with a copy of its approved budget after it has received all necessary approvals.
- 8.03 The Secretary to the Board shall provide the NSTU-CRRC with a copy of the Policy Manual and the Administration Procedures Manual including any updates made to these manuals as they become available.
- 8.04 The parties agree that the Board at least thirty (30) days prior to Board consideration shall forward to the NSTU-CRRC a draft of proposed changes in Board Policy.
- 8.05 The Board shall provide the CRRC and REWC Chairs with a paper copy of the Board's web page listing all teachers granted voluntary transfer as per this Agreement after each round and before the next round until staffing is completed.

ARTICLE 9 - METHOD OF PAYMENT

- 9.01 The Board shall pay every teacher in accordance with the salary provisions contained in the *Teachers' Provincial Agreement*. For purposes of salary

scale, service shall be as recognized by the Department of Education.

- 9.02 a. The Board shall pay to each teacher, by means of direct bank deposit, an amount equal to ~~1/26~~ of the teacher's total annual salary, minus authorized or required deductions, commencing on the second Thursday of August of each school year and every alternate Thursday thereafter to and including July 31st of the following year. Deposit on time shall be to the Board's designated banking institution as determined by the Board from time to time.
- b. The payment stub shall be delivered directly by the Board to the teacher's place of employment on the date on which the direct deposit is made except when the schools are closed or in exceptional circumstances. In such events, the payment stubs shall be delivered no later than the first business day following the re-opening after the closure or exceptional circumstances.
- c. During the summer break the payment stubs shall be held by the Board and delivered to the teacher's school with the first payment stub after school starts in September of each year. However, when requested by a teacher, in writing, on or before the last day of school in June, the Board shall mail the payment stubs directly to the address designated by the teacher or, alternatively, the teacher may choose to pick up the payment stub at the offices of the Board. Any payment stubs not picked up or mailed to a teacher shall be delivered to the place of employment of the teacher with the first payment stub delivered in the month of September.
- 9.03 When the pay date specified in Article 9.02 falls on any non-banking day, then the pay for that date shall be issued on the last banking day prior to that date.
- 9.04 Notwithstanding Article 9.02, a teacher new to the system shall receive her/his pay deposit for August on the first teaching day of September.
- 9.05 The payment in July of any year shall be adjusted to ensure that the payment represents the difference between the applicable annual salary and the amount which had been paid commencing with the second Thursday in August of the preceding year, minus authorized deductions.
- 9.06 Notwithstanding any provision herein, any overpayment made to a teacher who will not be returning to the employ of the Board for the next school year shall be deducted in full no later than the last pay day prior to July 31st. The schedule of repayment of any overpayment of a teacher who will be returning to the employ of the Board in the next school year shall be scheduled by the teacher with equal payments over a repayment term not exceeding twelve (12) months.

- 9.07 Substitutes in the employ of the Board shall receive their first cheques no later than the second pay day after they commence service with the Board and every two (2) weeks thereafter.
- 9.08 **At** the request of a teacher, the Board shall be authorized to deduct from the salary of each member of the bargaining unit the following items:
- a. NSTU group insurance premiums and Nova Scotia Teachers' Credit Union payments, which shall be forwarded no later than five (5) days after the second pay period of the month for which these deductions are withheld;
 - b. For permanent contract teachers, such sums for Canada Savings Bonds as shall be directed in writing on an annual basis by the teacher to the Board.
 - c. Such other deductions as may from time to time be agreed upon by the Board and the Union.
- 9.09
- a. The Board shall deduct the annual Union dues and fees from each teacher in its employ, in such number of instalments as directed by the Union, commencing in August of each year.
 - b. The Union agrees to indemnify and save harmless the Board from any and all liability arising from the deductions in Article 9.08 and 9.09 herein.
- 9.10 The salary for summer school teachers employed by the Board shall be one hundred per cent (100%) of the daily rate specified in the *Teachers' Provincial Agreement*, but shall be pro rated to the number of hours taught in proportion to the number of hours in a regular school day. The rate is based on the license and experience level of the teacher. Such rate shall be stated by the Board at the time of the posting of the summer school positions.

ARTICLE 10 - SICK LEAVE

- 10.01
- a. Every full-time teacher shall be entitled to twenty (20) days Sick Leave for each school year effective August 1 of each school year, which days shall be referred to as current Sick Leave during the year they were granted.
 - b. **A** part-time teacher shall be entitled to sick leave, calculated according to the percentage that the number of actual teaching and claimable days of the part-time teacher is to the maximum number of teaching and claimable days in the school year. The amount so determined shall be rounded-off to the nearest whole number.

- 10.02 a. In addition to current **Sick Leave** every teacher shall accumulate one hundred percent (100%) of her/his unused Sick Leave to a total of one hundred and ninety-five (195) days.
- b. Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave, pursuant to 10.01 has been expended.
- 10.03 a. A teacher who has been terminated from the Board, for other than dismissal for just cause, shall be entitled to retain accumulated sick leave credits for three (3) years from date of termination, in the event such teacher returns to the employ of the Board within such time frame.
- b. A teacher hired from another Regional School Board in the Province of Nova Scotia shall be entitled, upon receiving a permanent contract with the Board, to carry forward accrued sick leave entitlement from such Regional School Board, to a maximum of one hundred and ninety-five (195) days, provided such Regional School Board, in its Collective Agreement, has a reciprocal provision entitling a teacher from Chignecto-Central Regional School Board to carry forward accrued sick leave.
- c. It is the responsibility of the teacher to provide documentation from the preceding school board verifying the teacher's accrued sick leave.
- 10.04 Sick leave may be claimed by the teacher for purposes of obtaining medical, optical and/or dental treatment. Whenever possible, all such appointments shall be made outside of school hours.
- 10.05 The Board shall inform each teacher in its employ, in writing, prior to the last day of school, the number of sick days credited to such teacher as of July 31st of the current school year.
- 10.06 a. Teachers who are on sick leave and anticipate being absent for more than ten (10) working days shall endeavor to notify the Board of the expected duration of the illness as early as possible and shall endeavor to give the Board reasonable notice of the anticipated date of return to work.
- b. The Board shall be entitled to require proof of illness, injury or disability, including production of a medical certificate, signed by a licensed medical practitioner, which certificate shall describe the general nature of the illness, injury or disability, its relationship to the teacher's inability to work, the anticipated date of return to work. Such medical certificate shall only be produced by the teacher upon the specific request of the Board. Any request by a teacher for special accommodation as a consequence of medical

illness, injury or disability, shall be supported by such medical information as the Board shall reasonably require.

- c. Except where the Board has reasonable grounds to suspect there may be a mis-use of sick leave credits and has provided the employee with advance notice of the requirement to provide a certificate, the Board shall not require production of a medical certificate unless the teacher has been absent or is expected to be absent for more than five (5) consecutive days.
- d. Where the Board is not satisfied with the medical certificate produced by the teacher, the Board shall be entitled to require the teacher to be examined by a mutually agreed independent medical practitioner. In the event the Board and the teacher are unable to agree upon such practitioner, the Registrar of the College of Physicians & Surgeons, or delegate, shall be empowered to make such selection. The cost of obtaining such independent medical opinion shall be at the Board's time and expense.
- e. Attached as Appendix "B" is the pre-approved short term sick leave medical certificate form for use by teachers pursuant to Article 10.06(b). With reasonable cause, the Board may require a teacher to meet the complete requirements as set out in 10.06(b) in an amended medical form as provided by the Board.
- f. The Board shall share fifty per cent (50%) of the costs of any requested medical certificate provided by the teacher's own physician, to a maximum sum not exceeding twenty-five dollars (\$25.00). Upon receiving a copy of the receipt for the medical certificate, the Board shall reimburse the employee their share of the cost (maximum not exceeding \$25.00).

10.07 A female teacher shall be permitted to use **up** to sixty (60) days of sick leave, if available, for each pregnancy. The provisions of 10.07 shall be inoperative during the period of time that the benefit as provided for in Article 27, Leave of Absence for Pregnancy of the *Teachers' Provincial Agreement* remains in effect.

ARTICLE 11 - PERSONAL/SPECIAL LEAVE

- 11.01 a. A teacher shall be entitled to a temporary leave, with pay, for a maximum of five (5) days per school year for each death in a teacher's immediate family or the immediate family of her/his spouse. For purposes of this Article, spouse means the teacher's legally married spouse, or common law spouse as defined by the Nova Scotia *Matrimonial Property Act*, or same sex partner where such partner has permanently cohabited with the teacher in the teacher's household, in a non-traditional spouse relationship, for not less than twelve (12) consecutive months.

- b. A teacher may apply to the Director of Corporate Services, or designate, for additional unpaid bereavement leave.
 - c. Bereavement leave shall be taken immediately following the death.
 - d. Where the memorial service or interment for the immediate family pursuant to Article 11.01 is not held immediately following the death, one (1) day of the leave may be taken on the date of the memorial service or interment.
- 11.02
- a. A teacher shall be entitled to serious illness leave for a maximum of ten (10) days per school year, for a serious illness in the teacher's immediate family, or the immediate family of her/his spouse. The teacher must be attending to the needs of the seriously ill person.
 - b. The Board reserves the right to require proof of illness.
 - c. A teacher may apply to the Director of Corporate Services or designate, for additional unpaid serious illness leave.
- 11.03
- a. Immediate family is defined as spouse, child, parent, step-parent, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, guardian, any legal dependents who permanently reside in the teacher's household or such other dependents as are approved by the Director of Corporate Services or designate.
 - b. For purposes of bereavement leave only, immediate family shall include brother-in-law and sister-in-law.
- 11.04
- The Board, in its discretion, may grant special circumstances leave with pay, on an individual basis, up to a cumulative total not exceeding five (5) days per year. Such special circumstances may include:
- a. acting as an executor of an estate;
 - b. recovery from a fire or flood;
 - c. attendance at the post-secondary convocation of the teacher, the teacher's spouse or legal dependent, pursuant to Article 31.02 of the *Teachers' Provincial Agreement* (one (1) day per convocation);
 - d. emergency situations for which the teacher's presence has been requested by Emergency Measures Organization;
 - e. that portion of a single work day required to attend a funeral service as Pallbearer;
 - f. such other circumstances as are approved on an individual basis by the Director of Corporate Services.
- 11.05
- Teachers may request of the Principal special leave without pay for up to two (2) days, for specified personal reasons, upon giving at least twenty-

four (24) hours notice to the Principal, If the Principal determines that such leave is for good reason and can be granted without creating operational disruption, such leave shall be authorized by the Principal on the Request to be Absent Form as approved by the Board and forwarded to the Director of Corporate Services.

- 11.06 Where a current staff member has died and the funeral service is scheduled to be held on a school day, provided the Principal can arrange to keep the school open and operational, staff designated by the Principal shall be permitted time off from work with pay, for actual attendance at the funeral.
- 11.07 For the purpose of Article 11.01 (Bereavement), 11.04 (Special Circumstances Leave), 11.05 (Special Leave Without Pay), “teachers” shall include substitute teachers who are employed at the highest rate of pay pursuant to Article 32.02A(iii) and Article 32.02B(iii) in the *Teachers’ Provincial Agreement*.
- 11.08 The Board may, upon application, grant one (1) day leave with salary, or other accommodation for practicing adherents of established Religious Faiths to participate in major holy days of their religion.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Board shall grant a one (1) year leave of absence without pay to a permanent contract teacher who applies for such leave.
- 12.02
 - a. Upon completion of the authorized Leave of Absence pursuant to Article 12.01, a teacher may apply for additional, annual leave(s), to be granted at the sole discretion of the Director of Corporate Services, or designate.
 - b. A teacher granted a leave of absence pursuant to Article 12.01 or 12.02 a. shall return to work for at least three (3) consecutive years before being entitled to qualify again pursuant to Article 12.01.
- 12.03 Applications in writing shall be submitted to the Director of Corporate Services, or designate, on or before April 1st of the school year prior to the one in which the leave of absence is requested.
- 12.04 Seniority shall be as provided in Article 14. **All** benefits of a teacher on leave of absence shall be suspended during the leave of absence, but shall be reinstated when the teacher resumes teaching with the Board.

- 12.05 A teacher on leave of absence shall confirm in writing to the Director of Corporate Services, or designate, on or before April 1st of her/his intention to return to active teaching for the ensuing school year.
- 12.06 a. The Board may grant a leave of absence for less than one (1) year, provided such leave has the approval of the Director of Corporate Services, or designate.
- b. Any such application shall be submitted at least forty-five (45) days prior to the date on which the Applicant wishes the leave to commence. Applications may be considered on shorter notice if extenuating circumstances exist.
- 12.07 Upon completion of authorized leave of absence, unless mutually agreed otherwise, the teacher shall return to her/his original position. The position of a teacher who fills the vacancy created by such leave of absence shall have her/his position likewise protected. In the event that the original position(s) no longer exists, the incumbent shall return to an assignment that the teacher would have received but for the Leave of Absence.
- 12.08 A teacher who becomes President of the NSTU shall be entitled to receive an unpaid Leave of Absence for the duration of her/his term as President.
- 12.09 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.

ARTICLE 13 - RETIREMENT SEMINAR

- 13.01 Teachers within five (5) years of retirement shall, upon request, be given two (2) days leave of absence, without loss of salary or benefits, for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired to replace such teachers.
- 13.02 Teachers shall be permitted to attend one such seminar. Preference in attendance shall be given first to those teachers closest to retirement.

ARTICLE 14 - SENIORITY AND TERM SERVICE

- 14.01 A Seniority list and a Term Service list shall be established as follows:
- a. A seniority list showing the names and seniority status of all permanent and probationary contract teachers employed by the Board shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the seniority list as

finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Corporate Services, or designate, and such list shall be conclusive evidence of the seniority of permanent and probationary contract teachers employed by the Board. The said list shall be revised on or before October 31st of each year. If the parties fail to reach agreement on the list, the matter shall be referred to arbitration. The revised list shall be posted in each school and a copy sent to the Chairperson of the NSTU-CRRC. On or before December 15th of each year, any teacher may challenge her/his position on the seniority list, as far back as the previously approved seniority list, by filing written notice of objection with the Board and the Union. The parties to the agreement shall meet to resolve the matter. In the event the Board and the Union are unable to reach agreement, the matter shall be referred to arbitration, or the Board shall have the option to refer the matter to the Union for unilateral determination by the Union. After all such challenges have been settled, copies of the revised seniority list shall be deemed to be approved by both parties, until such time as a new seniority list is revised and approved.

- b. **A Category One Term Service list showing the names and service of all teachers employed under a Term Contract issued pursuant to Article 33.01(i) of the *Teachers' Provincial Agreement*, shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the Category One Term Service list as finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Corporate Services, or designate, and such list shall be conclusive evidence of the term service of said Term Contract teachers employed by the Board. The said Category One Term Service list shall be revised and signed every year on or before March 31.**
- c. **A Category Two Term Service list showing the names and service of all teachers employed under a Term Contract issued pursuant to Article 33 of the *Teachers' Provincial Agreement*, exclusive of those designated in 14.01 b. above and those identified in Article 33.04 of the *Teachers' Provincial Agreement*, shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the Category Two Term Service list as finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Corporate Services, or designate, and such list shall be conclusive evidence of the term service of said Term Contract teachers employed by the Board. The said Category Two Term Service list shall be revised and signed every year on or before May 31st.**

- d. Teachers shall be placed on the seniority list in accordance with date of hire, subject to Board minutes and in accordance with the provisions of 14.02. In the event of a tie, the determining factors shall be, in order of priority:
 - i. first, length of total teaching service with the Board and/or service recognized by the immediately preceding employing Board replaced by the Chignecto-Central Board;
 - ii. second, length of total teaching service in the Province of Nova Scotia;
 - iii. third, length of total teaching service;
 - iv. fourth, in accordance with her/his teaching certificate number, with the lower teacher certificate number being placed ahead of the other teacher having the same date of hire.
- 14.02
- a. Seniority shall denote the last consecutive period during which a teacher has in fact been employed on a permanent or probationary contract by the Board.
 - b. Term service, for purposes of calculating entitlement to seniority under 14.02 a. for teachers on Term Contract shall mean consecutive service on a Term Contract, pro-rated to full-time equivalency. Consecutive service for the purpose of placement on the Term Service lists shall mean service where a teacher is employed by way of a Term Contract at any time during the current school year and where that teacher was employed at any time under a Term Contract in the preceding school year.
 - c. Any change in legal structures of a school board shall have no effect on the seniority or Term Service of a teacher who was in the employ of a school board at the time of such change. The seniority or Term Service 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 *Teachers' Provincial Agreement*;
 - ii. notwithstanding Article 12 - Leave of Absence, during a leave of absence with or without pay;
 - iii. in all other cases for which a professional agreement between the NSTU and the school board expressly provides.
 - e. Seniority is lost and the teacher's name is removed from the list for any one of the following reasons:
 - i. resignation of the teacher, provided such action is not revoked by the teacher within forty-eight (48) hours;

- ii. discharge of the teacher for cause, when such discharge remains uncontested or is confirmed by the Board of Appeal;
 - iii. where a probationary contract teacher is terminated for unsatisfactory job performance or discharged for disciplinary reasons, either or both being unrelated to reasons of staff reduction;
 - iv. layoff of a teacher, without recall to a permanent or probationary contract position, for a period in excess of thirty (30) consecutive months.
- f. Term Service is lost and the teacher's name is removed from the term service list when the teacher is not employed under a term contract(s) for a total of at least thirty (30) days in any school year.

ARTICLE 15 - STAFF REDUCTION

15.01 Both parties recognize that job security should increase in proportion to length of service. Teachers shall be laid-off in reverse order of seniority in accordance with the following priority:

- a. Firstly, term contract teachers;
- b. Secondly, probationary contract teachers, in reverse order of seniority;
- c. Permanent contract teachers, in reverse order of seniority;

Provided the retained more senior teacher has, in the judgement of the Board, the appropriate qualifications and experience for the work to be assigned.

15.02 When it is necessary to invoke staff reduction, the Board shall first give priority, to the extent it considers practical, to natural attrition, including encouragement of full year unpaid leaves of absence.

- 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 as soon as a final decision is made.
- c. The Board shall provide an appropriate letter of reference for any laid-off teacher whose contract is not renewed because of staff reduction.
- d. The Board shall maintain a Re-employment List of all laid-off teachers formerly employed in the system who remain unemployed because of staff reduction. It shall be the duty of

the teacher to advise the Board of all changes in address. Failure to do so shall constitute a waiver on the part of the teacher for the opportunity to be recalled, during the time the address is inaccurate.

- e. A teacher on the Re-employment List shall notify the Board on or before February 1st that she/he wishes to remain on said List. Upon failure to do so, the name of such teacher shall be automatically removed from the List.
 - f. Upon the Board being satisfied that a teacher on the Re-employment List is employed as a teacher on a full year contract with another school board in a vacant position, the name of such teacher shall be automatically removed from the List.
 - g. Positioning of a teacher on the Re-employment List shall be based on the seniority of the teacher at the time of staff reduction.
 - h. Provided they are qualified in the opinion of the Board to fill the position, teachers on the Re-employment List according to their position on the List, shall be given first opportunity to fill positions that subsequently become vacant or unfilled within the system under the jurisdiction of the Board.
 - i. Where there is agreement with the laid-off teacher, such teacher may have her/his name placed on the substitute list and the Board shall endeavor to give such teacher priority opportunities for substitute work, provided such teacher is, in the judgement of the Board, qualified to fill such substitute position. For purposes of such work, the laid-off teacher shall be deemed to be a substitute only.
 - j. A teacher's name shall be removed from the Re-employment List when the teacher loses seniority as per Article 14.02 e.
- 15.03
- a. Where a staff reduction must occur within the Region, the teacher to be laid-off and declared redundant shall be the least senior.
 - b. If a teacher is deemed necessary to maintain a program or an administrative position, the next teacher, in accordance with the seniority list, shall be laid-off and deemed redundant.
 - c. If a laid-off teacher has been replaced by a teacher deemed necessary to maintain a program or administrative position, and such laid-off teacher undertakes additional training and has, in the judgement of the Board, become qualified for such position, then the laid-off teacher shall be entitled to replace the teacher deemed necessary.

ARTICLE 16 - SHARED TEACHING

16.01 A shared-teaching position is one which requires the services of a **full-**

time teacher but which is shared between two (2) persons who share the performance and the discharge of the responsibilities of that position on a part-time basis. To be eligible to participate in a shared-teaching position at least one teacher must hold a permanent contract.

- 16.02** Application to the Board shall be submitted before April 1st on a form as jointly approved by the Board and the Union from time to time (enclosed as Appendix D) and shall include:
- a. the proposed teaching schedule;
 - b. the approval of the school Principal;
 - c. the approval of the Family of Schools Supervisor.
- 16.03** Approval for entry into a shared teaching arrangement is at the discretion of the Board. To continue a shared-teaching arrangement beyond a one (1) year period, re-application is required.
- 16.04** The teachers shall be employed on Term Contracts.
- 16.05** Sharing teachers shall receive pro rated salary for days taught or claimed in accordance with the approved provincial salary scale. Salary payments shall be made on a regular basis for the entire school year on the same schedule as for full-time teachers.
- 16.06** Permanent contract teachers who are in shared teaching positions shall be provided the opportunity to return to their originating school/administrative unit in accordance with the rights and procedures described in Article 12.07, which shall apply in similar manner.
- 16.07**
- a. When in-service or parent visitation sessions are held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is strongly encouraged by both the Board and the Union to attend.
 - b. Notwithstanding 16.07 a., when specifically required by the Principal, both sharing teachers shall attend specific staff meetings and other school scheduled activities, including in-service or parent visitation sessions, at no extra cost to the Board. The Principal shall exercise this right reasonably and fairly.
- 16.08** Teachers involved in a shared-teaching arrangement are required to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

- 16.09 In the event that one team member is not available to teach her/his students, the other team member is the preferred substitute. Such substitute shall receive substitute pay in addition to her/his annual rate of salary as described in this Article, unless the sharing teachers mutually agree to exchange day(s).

ARTICLE 17 - TEACHER EXCHANGE

- 17.01 Exchange of teachers amongst schools will be encouraged by the Board. Any teacher desiring an exchange to another school shall notify her/his Principal and make application to the Director of Corporate Services, or designate, on or before March 1st of the school year prior to the exchange. The Director of Corporate Services, or designate, following consultation with the teachers and their respective Principals, shall decide whether such exchange shall be authorized. Arrangements for exchanges shall be completed by April 30th of the school year prior to such exchanges. Such exchanging teachers shall be entitled to the opportunity to return to their original schools in a manner consistent with the rights and procedures described in Article 12.07, which apply in similar manner.
- 17.02 The teacher exchange may be made permanent at the end of the school year provided the exchange teachers are in mutual agreement and the necessary authorization and permission from all parties as identified in 17.01 is received in writing to the Director of Corporate Services.
- 17.03 a. Should a staff reduction occur affecting either of the exchange teachers during the staffing process, then the teacher exchange shall be rescinded.
- b. Should staff reductions occur after the teacher exchange has been made permanent, the teacher approved for that school will follow the provisions in Article 18.

ARTICLE 18 - STAFFING PROCEDURES

- 18.01 a. The Board shall make its reasonable best efforts by May 1st of each year to formulate a staffing proposal for the following school year. Such proposal shall indicate the manner in which the Board intends to staff its schools and the allocation of supervisory personnel, specialists and teachers to the region and its schools. The staffing proposal shall identify all vacant or unfilled positions which are then known or reasonably foreseen.
- b. The Board will consult with the NSTU-CRRC prior to implementing a staffing proposal.

- 18.02 a. Where a **school** or administrative unit has been identified as having a surplus teacher(s), the teacher(s) at such administrative unit with the least seniority shall be declared a surplus teacher(s). The Board shall make its reasonable best efforts to notify such teacher(s) on or before May 15th of such decision and such teacher shall be transferred, or laid-off pursuant to Articles 15 and 22.
- b. In preparing the staffing proposal, the Board may designate a program or supervisory position as being essential. Any teacher transferred as a result of such essential designation shall be returned to her/his original administration unit, unless the teacher designated essential has such assignment renewed for the subsequent year(s).
- c. The Board shall periodically make available to the NSTU-CRRC the updated lists of vacant and unfilled positions as such lists are developed. The Board shall fairly consider any proposal submitted by the NSTU-CRRC to meet staffing requirements through voluntary transfer(s).
- 18.03 When formulating the staffing proposal, all teachers shall be considered regional employees and all decisions regarding staffing shall be regional decisions.
- 18.04 a. The Board shall make all reasonable best efforts to fill vacant and unfilled administrative positions on or before May 8th of each year.
- b. Each Principal shall consult with teachers on her/his staff with respect to the next school year's proposed assignment. Such Principal shall make reasonable best efforts to do so **on** or before May 10th **of** each year.
- c. The Board shall make best efforts to notify each teacher on or before May 15th of a school year of her/his anticipated teaching assignment for the following year. An assignment shall be based on the best information available to the school Principal and the circumstances then known or reasonably foreseen at the time of the deadline for notification and shall include grade level(s) and subject(s).
- d. If a death, late resignation or some other unforeseen circumstance necessitates the change of an assignment after May 15th, the teacher(s) affected shall be notified in writing as soon as reasonably possible of the changes and the reasons for the change(s).
- e. Notwithstanding this Article 18.04, a change in subject areas or grade level taught may, with mutual agreement of the teacher and the Principal, occur at any time.

- 18.05** On or before May 15th of each year, the Board shall post in each school a list of all anticipated vacant positions available throughout the Region. Permanent contract teachers only shall be permitted to apply for vacant positions.
- 18.06** Following the completion of the first round of voluntary transfers, the Board shall prepare a list of all new or remaining vacant and unfilled positions. The Board shall invite applications for a second round of transfer, which shall be reserved only for redundant and surplus teachers. Redundant or surplus teachers shall each be given a copy of such list and shall have a minimum of two (2) days to make application for such positions.
- 18.07** If mutual agreement cannot be reached between a surplus or redundant teacher and the Board, such teacher shall be deemed to be a displaced teacher and shall be required to transfer to a position assigned by the Board. Where, in the opinion of the Board, a displaced teacher has the appropriate qualifications and experience for a position, the Board shall endeavor to place such teacher in a position that is geographically located within a reasonable distance from the teacher's normal place of residence.
- 18.08** If there are still available vacant and unfilled positions after the second round of transfers, the Board shall post a list of such positions as soon as reasonably feasible and shall invite applications from all permanent contract and displaced teachers for a third round of transfers. The Board shall make best efforts to complete round three transfers by June 15th of each year. Provided, however, that permanent contract teachers who already accepted positions in round one transfers, and surplus teachers who accepted positions in round two transfers, shall be ineligible to apply for third round transfers.
- 18.09** Following a minimum of three (3) rounds of transfer, all remaining vacant and unfilled positions shall become available for the purpose of recalling Term Contract teachers pursuant to Article 23 – Term Recall in this Agreement.
- 18.10** If any vacant or unfilled positions remain after the application of Article 23 – Term Recall in this Agreement, such positions shall be advertised externally and posted on the Board's website. A hard copy shall be sent to the Chair of the CRRC, or designate. Such positions shall not be open to currently employed permanent or probationary contract teachers except that permanent contract teachers may apply for vacant positions occurring due to:
- a. death;
 - b. late resignations;
 - c. retirements;

- d. **dismissal for** cause;
- e. newly created position;
- f. positions mistakenly not posted by the Board;
- g. foreseen circumstances approved by the Board.

18.11 Principals may assign permanent contract and probationary teachers to newly created vacant and unfilled positions within their administrative units between rounds of transfer. Once a position is posted, no internal assignment of such vacant; or unfilled position shall be made by the Principal until completion of the next round of transfer.

ARTICLE 19 - TEACHER VACANCIES

19.01 For purposes of deciding teacher vacancies pursuant to Article 22.02(a), the candidates shall compete on the following criteria:

- a. qualifications,
- b. abilities,
- c. experience, and
- d. where two (2) or more candidates are relatively equal, the final selection shall be based on seniority,

as those terms are defined in Article 2 of this Agreement.

19.02 Any unsuccessful teacher shall be entitled to request of the Director of Corporate Services, or designate, an explanation/interview to discuss the evaluation process.

ARTICLE 20 - ADMINISTRATIVE OPENINGS

20.01 For purposes of filling any administrative positions pursuant to Article 21.02, the candidates shall compete on the following criteria:

- a. qualifications,
- b. abilities,
- c. experience, and
- d. where two (2) or more candidates are relatively equal, the final selection shall be based on seniority,

as those terms are defined in Article 2 of this Agreement.

20.02 Notwithstanding 20.01, which is a competitive consideration, in instances where the applicant(s) are in one of the identified groups covered by the Employment Equity Policy of the Board (for greater certainty, aboriginal people, racially visible people, people with disabilities and women), then

the Board may apply a sufficient ability or threshold consideration. Such threshold and the group(s) it applies to shall be specified in the notice for applications pursuant to Article 21.02(a).

- 20.03 Threshold consideration pursuant to Article 20.02 shall apply only if a candidate is a member of a group covered by the Employment Equity Policy that is under-represented in equivalent administrative positions in comparison **to** the representation of the student population in the Board as self-identified and pursuant to the provisions of the Letter of Understanding in Appendix “A”.
- 20.04 Threshold consideration pursuant to Article 20.02 shall not apply for any applicants not currently employed by the Board.
- 20.05 Any unsuccessful teacher shall be entitled to request of the Director of Corporate Services, or designate, an explanation/interview to discuss the evaluation process.
- 20.06 The Board shall in consultation with the NSTU-CRRC, provide training workshops to encourage existing permanent contract teachers to apply for administrative positions.

ARTICLE 21 - ADMINISTRATIVE POSITIONS

- 21.01 Any filling of vacant or new administrative positions by reassignment of administrators shall be completed with reasonable best efforts before March Break for the ensuing school year.
- 21.02 Vacant and new administrative positions not filled pursuant to 21.01 shall be:
 - a. posted for application by teachers in the board;
 - b. posted for at least seven (7) calendar days prior to the closing date of application.
- 21.03 Position in 21.02 shall be filled in accordance with Article 20.
- 21.04 Acting administrative positions, which are known to be for a period of a school year or less, need not be advertised but will be filled by the Board.

ARTICLE 22 - TRANSFERS

- 22.01 The Board may transfer teachers from one school to another either by mutual agreement or as provided in Article 18 - Staffing Procedures.

- 22.02 a. Teachers who request transfers shall be selected on the basis of the principles of Article 19.
- b. Application for transfer shall be made no later than one week after the notice has been posted in the school, except as provided for in Article 18 - Staffing Procedures.
- c. Except where special circumstances reasonably require, a teacher shall not be transferred from one administrative unit to another, without consent of such teacher. A teacher shall not be transferred to such position without prior consultation between the teacher and the Principal, including reasons for the proposed reassignment. At the request of the teacher to be transferred, such transfer shall not be implemented until the Union has consulted with the Board and the teacher on the matter.
- d. A permanent contract teacher who transfers to an unfilled position shall be guaranteed the right to return to a position in the administrative unit she/he left, unless such teacher is subject to, or would otherwise have been subject to, the provisions of Article 22.04 e.
- e. Where posted qualifications are altered because the position requirements have changed, the position must be re-posted on the voluntary transfer list. If it occurs following the expiry of the voluntary transfer process, the position shall be filled with a term contract teacher and shall be listed the following year for voluntary transfer. The NSTU-CRRC shall have the right to be informed in writing, if requested, of the reasons for the change.
- 22.03 All school buildings within a Principal's administrative unit shall be deemed to be one school building for purposes of teacher assignment, re-assignment, and transfer.
- 22.04 a. The Board has the authority to assign or re-assign teaching staff within an administrative unit, in such manner as the Board deems to be in the best interests of the school system.
- b. The Board shall first consider filling by internal assignment, or re-assignment, vacant or unfilled positions within an administrative unit. The Board shall have authority to determine appropriate qualifications and experience with respect to such assignments, or re-assignments, including when a position shall be posted externally.
- c. Before any internal assignment or re-assignment is made by the Board, all teachers within the Principal's administrative unit shall be notified of the available vacancies and unfilled positions. Any teacher that may be assigned or re-assigned without requesting such transfer shall first be offered the opportunity to consult with the Principal, before such action is taken. Such consultation shall

- include an explanation of the proposed assignment or re-assignment.
- d. Student Services and circuit teachers shall not have claim to re-assignment opportunities within any of the schools to which they are assigned, except for the home school. The home school shall be defined to mean the administrative unit where the administrative allowance is paid on behalf of that teacher.
 - e. Where a staff reduction must occur within an administrative unit, the Board shall, after assigning teaching staff, first consider volunteers for staff reduction. Where there are no suitable volunteers, the teacher to be declared surplus shall be the least senior within the administrative unit.
 - f. If the Board is of the opinion that a teacher who is to be declared **surplus** is essential to maintain a program, or to maintain **an** administrative position, the Board may deem that teacher as being essential. When the Board exercises such option, the Union may request an explanation for the teachers affected. Before such designation is finalized, the Board shall fairly consider any alternate proposal made by the Union.
 - g. Successful applicants for transfers shall be selected by the Board pursuant to the provisions of Article 19.

22.05 In the event that school construction or school re-alignment results in the closure of a school or part of a school building, provided that a position is available and the affected teacher possesses the necessary qualifications and abilities required of the position, the affected teacher shall be offered a transfer to the new site(s), on the basis of seniority. Affected teachers who are not re-assigned shall be considered surplus teachers and shall be governed by the provisions of Article 18. Before any affected teacher is deemed surplus, the Board shall seek volunteers who would be willing to move to another site. If after initial placement, but before the first transfer round, a position becomes vacant, that position shall be filled by the most senior qualified teacher who became surplus due to the realignment or new construction.

22.06 For a period of three (3) years from date of a Board initiated transfer, displaced teachers shall be afforded the opportunity of first refusal for any teaching position which becomes open in the school from which the transfer was made, provided the teacher has the necessary skill and ability for such position, as determined by the Board.

ARTICLE 23 - TERM RECALL

- 23.01 a. Following the transfer of teachers (Article 18), all permanent contract teachers and probationary contract teachers who have been declared surplus will be reinstated as per the following job security provision for permanent and probationary teachers: “if, prior to the start of the ensuing school year, a position opens in the School Board where the surplus teacher was in receipt of a notice of termination because of staff reduction, the position will be offered in the following order. Firstly, to permanent contract teachers in the reverse order in which they were terminated; secondly, to second year probationary contract teachers in the reverse order in which they were terminated; and lastly, to first year probationary contract teachers in the reverse order in which they were terminated.”
- b. Following the application of 23.01(a) all remaining vacant and unfilled positions shall become available within the region for the purpose of recalling term contract teachers. Every reasonable effort will be made to begin this process no later than one (1) week following completion of the transfers pursuant to Article 18.08.
- 23.02 A term contract teacher employed full time for the two (2) or more immediately preceding consecutive years of service with the Board will be placed in the same position held in the preceding school year, provided such position is available and provided said teacher has the qualifications, experience, abilities and competence necessary to fill the requirements of the position in the opinion of the Principal and the Director of Corporate Services. The definition of “same position” as used in Article 23.02 shall be interpreted to mean the actual assignment of a teacher and should be “substantially the same” assignment. The criteria used to measure “substantially the same” should be (a) subject area and (b) grade configuration in that school. The degree of change should be limited to a change of 20% which may vary depending upon the qualifications, abilities, experience and competence of the Term teacher in the opinion of the Board
- 23.03 Following the procedures outlined in Article 23.02, term contract teachers who have not been placed, for other than a just cause, and who have a minimum of one hundred and seventy-five (175) days of term service in each of two (2) consecutive years or a cumulative total of at least three hundred and ninety days (390) in more than two (2) consecutive years will be considered for the remaining vacant and unfilled positions and placed, provided said teachers have the qualifications, abilities, experience and competence necessary for the positions, in the opinion of the Board.

- 23.04 Recall rights for term teachers identified in Article 23.02 and .03 shall be applied in the following manner:
- a. Round #4 of the Staffing Procedures (Article **18**) will see the “2-year term” teachers placed in their current position should it remain vacant or unfilled and “substantially the same” for the subsequent school year.
 - b. In round #5 all vacant and unfilled positions will be posted for the teachers on the “390 day list”, teachers with a minimum of 175 days in each of two (2) consecutive years, and remaining “2-year term” teachers only.
 - c. Prior to round #6, school administrators may offer the teacher the part-time position they held last year if it remains available and meets the criteria of being “substantially the same”.
 - d. In round #6 the remaining vacant, unfilled and part-time positions will be posted for open competition
 - e. Notwithstanding 23.04(d), teachers with recall rights pursuant to 23.03 who have not yet received a placement may apply for those vacant, unfilled and part-time positions posted in round #6 and shall be given the position applied for if they meet the qualifications posted for that position.
- 23.05 Where two (2) or more term teachers pursuant to Article 23.03 are relatively equal, the final selection shall be based on seniority as determined pursuant to Article 14 - Seniority and Term Service.

ARTICLE 24 - UNION RELEASE TIME

- 24.01
- a. The Board agrees to provide *to* members of the NSTU-CRRC Executive up to twenty-five (25) teaching days per school year, with pay, as required to carry out duties of office within the Chignecto-Central Regional School Board region.
 - b. In addition to the days provided in Article 24.01 (a), the Board shall allocate additional days to teachers to perform their duties of office on behalf of NSTU – CRRC or as President of a Local, provided that the NSTU - CRRC or respective Local reimburses to the Board the actual cost of the replacement teacher(s).
- 24.02 The Chair of the NSTU-CRRC shall not claim more than fifteen (15) such days and no other member of the Executive shall individually claim more than five (5) such days. Claimants shall make all reasonable efforts to minimize disruption of learning in the classroom.

- 24.03 Unless otherwise waived by the Director of Corporate Services, or designate, for good reason, at least five (5) days advance notice of such requested leave shall be provided to the Director of Corporate Services, or designate.

ARTICLE 25 - RIGHT TO UNION REPRESENTATION

- 25.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 25.02 Notwithstanding Article 25.01, any meeting called by an Administrator and which in the course of the conversation results in information being shared, the impact of which may result in discipline for the teacher, then such meeting shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 25.03 When a meeting which is disciplinary in nature is scheduled, the Administrator shall notify the teacher in advance so that the teacher may contact the teacher's Union representative to attend the meeting. Contacting the Union representative shall not delay the meeting for more than forty-eight(48) hours.
- 25.04 For purposes of this Article, "disciplinary purposes" means any meeting which may result in a verbal or written reprimand, suspension or dismissal of a teacher.

ARTICLE 26 - COLLECTION OF MONEY

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

ARTICLE 27 - TEACHER'S PROPERTY - LOSS OR DAMAGE

- 27.01 Teachers are required to have the written authorization of school-based administration prior to bringing personal property to be kept or left in the school.
- 27.02 It is the responsibility of each teacher to take appropriate steps to protect her/his personal property from loss or damage.
- 27.03 Where personal property of a teacher is In · damaged due to fire, water, break-in or the negligence of the Board, the teacher may make a claim subject to the following:

- a. A homeowner insurance policy is carried by the teacher on her/his personal effects and the article being claimed for is not covered by the policy;
- b. The teacher has taken appropriate steps to protect the property from loss or damage; and
- c. A compensation claim shall be limited to:
 - i. The depreciated cost of the article;
 - ii. A maximum payment by the Board on any claim of one thousand five hundred (\$1,500.00)
 - iii. Claims of less than ~~five~~ dollars (\$50.00) will not be considered.
- d. Such payment shall be without admission of liability and constitute a full release of all claims against the Board and its employees.

ARTICLE 28 - LEGAL ASSISTANCE AND PROTECTION

- 28.01 Where a teacher, as a result of acting lawfully in the performance of her/his duties as a teacher, without negligence or wilful misconduct, is wrongfully prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend her/him, to the extent of providing the Board's legal counsel, or counsel provided pursuant to the terms of the Board's insurance policy, or other legal counsel, as the Board shall determine. In order to qualify for such legal assistance, the teacher shall be obligated to cooperate fully in all respects with both the Board and the legal counsel provided to such teacher. In the event the teacher retains her/his own legal counsel with respect to such matters, the Board shall be relieved of all obligations under this Article.
- 28.02 The provisions of this Article shall apply to all teachers, including substitute teachers, while in the employ of the Board at the time of the incident(s).
- 28.03 In the event subsequent events demonstrate that the teacher was not qualified for such legal assistance, any reasonable legal costs paid by the Board to such legal counsel shall be repayable by the teacher. The Board shall have the right to withdraw such legal counsel from proceedings in the event it concludes the teacher does not qualify. If the Board is in error in failing to provide, or continue to provide, such legal assistance, the teacher may file a grievance for recovery of all legal costs reasonably incurred by the teacher in substitution for such legal assistance.

ARTICLE 29 - TEACHING & LEARNING CONDITIONS

- 29.01 A teacher who is of the professional opinion that she/he is being over

committed with teaching responsibilities as compared to other teachers, to the detriment of the learning by students for whom she/he is responsible, may, with or without the assistance of a Union representative, report such situation to the Principal. The Principal shall investigate the teacher's report and if she/he is satisfied the situation so warrants, shall insofar as is reasonable and feasible within available resources, readjust the workload amongst the teachers under her/his jurisdiction to improve the situation. If the Principal concludes she/he is unable to make such readjustment, she/he shall report the matter to the Director of Educational Services, or designate, who shall further investigate the situation and provide recommendations to the Principal and the teacher as to how the situation can best be addressed, within the constraints of resources available to the Principal.

- 29.02 Every teacher who works at least sixty per cent (**60%**) of a regular school day shall be entitled to at least a forty (40) minute lunch break per day, to be scheduled between the hours of 11:00 a.m. and 1:30 p.m., unless otherwise agreed by the teacher.
- 29.03 a. Within the constraints of its approved budget, the Board will exercise its best efforts to follow a staffing formula that, in the Board's best judgement, provides the most practicable pupil-teacher ratio within all schools, having regard for all circumstances. Subject to such constraints, the Board shall continue to provide specialist services as circumstances will permit for the development of such programs.
- b. The Board agrees to provide to the NSTU-CRRC all relevant information on class size and pupil-teacher ratios by October 15th of each school year or such subsequent date as it becomes available.

ARTICLE 30 - CLASS SIZE

- 30.01 The Board recognizes the desirability of keeping individual teaching situations at a reasonable level and will make every effort where possible to achieve this.

ARTICLE 31 - SCHOOL CLIMATE

- 31.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Acts of violence and/or abuse against teachers in the school will not be tolerated. The Board will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.

- 31.02 The parties recognize the responsibility of teachers and school administrators to encourage order and good discipline in their schools.
- 31.03 When a discipline concern is unresolved at the school level, a teacher(s), accompanied by the President of the Local if so desired, shall have the right to address such concerns with the appropriate Family of Schools Supervisor. If such concern remains unresolved, the teacher shall have the further right to address the issue with the Director of Educational Services.
- 31.04 Articles 31.01 and 31.02 are not grievable and nothing in this Article shall interfere with the Board's statutory and legal obligations with respect to discipline.

ARTICLE 32 - INCLUSION

- 32.01 For the purposes of this Article, a Special Needs Student is any student requiring special care, special services, special programs or significant program modification.
- 32.02 Integration of Special Needs Students into a heterogeneous class of students shall involve consultation among teachers, parents or guardians, administrators and any appropriate support personnel who may be affected by such integration. This consultation shall begin as early as possible.
- 32.03 The placement shall be reviewed annually or more frequently if requested by the teacher, in consultation with the student services consultant and/or school principal.

ARTICLE 33 - ADDITIONAL INSTRUCTIONAL SERVICES

- 33.01 a. Teachers shall be required, upon request through the Principal, to provide public school students who are absent, instructional materials that were prepared and taught by the teacher, course outline(s), tests and examinations and such other materials as the teacher may ordinarily prepare for the student's class. Reasonable notice shall be given for any such request. Upon request of the Principal a teacher shall be required to evaluate appropriate student products.
- b. Teachers shall not be expected to prepare additional materials or to release tests and examination materials prior to their release to the class.

- 33.02 Teachers who enroll classes or otherwise provide educational programs to school-based students, shall not be required to instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students or to those students who have voluntarily withdrawn from school unless home schooling constitutes a distinct portion or part of the teacher's assignment. For the purpose of this Article a Home Education Student shall mean those students who are not registered in a public school and who are being educated at home.

ARTICLE 34 - TEACHER IN CHARGE

- 34.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 34.02 In the event that all administrative personnel assigned to the school are absent from the school, the Board may request a Teacher in Charge to assume the duties specified in this clause.
- 34.03 A Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision, adequate to secure the safety of students and the security of the school, is maintained. Such Teacher in Charge shall consult with or seek instructions from the Board as circumstances require.
- 34.04 The Board shall have discretion as to selection of one or more Teachers in Charge.
- 34.05 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.

ARTICLE 35 - SUBSTITUTES

- 35.01 a. The Board shall maintain an on-line site for all substitutes to apply. It is the responsibility of the substitute to enter current personal information to ensure Principals can obtain an up-to-date list of substitutes. Each teacher may examine the substitute list to determine if the information contained is accurate and current. Said list shall contain the substitute's name, school, grade and subject preference.
- b. The Board shall provide to a teacher designated by the CRRC a password to view the Chignecto-Central Regional School Board Substitute list. This password should not be shared with anyone other than the person designated by CRRC.

- c. The information obtained for the list is to be confidential and protected under the Freedom of Information and Protection of Privacy Regulations.
- 35.02 Subject to Article 35.03, substitute teachers, if available from the approved list and reasonably qualified in the opinion of the Board, shall be hired in all cases where the regular teacher is absent and where a Teacher in Charge pursuant to Article 34 has been appointed for an absent school administrator.
- 35.03 Notwithstanding Article 35.02, the hiring of a substitute shall be at the discretion of the Board in the following cases:
- a. when a teacher is absent for less than one (1) full day;
 - b. when students can be conveniently grouped for appropriate instruction;
 - c. when the teacher to be replaced is a part-time teacher;
 - d. when the teacher to be replaced teaches fifty per cent (50%) or less of the regularly scheduled periods on the day she/he is absent.
 - e. when a circuit teacher is absent for one (1) day only;
 - f. when a teacher(s) on staff mutually agrees with the Board to replace the absent teacher;
 - g. in other similar cases.
- 35.04 As per Board Policy, each substitute is required to complete and obtain a clean police record and Child Abuse Registry checks.
- 35.05 Substitute teachers who substitute for itinerant or circuit teachers shall be eligible to receive travel allowance on the same terms as itinerant or circuit teachers.

ARTICLE 36 - EMPLOYMENT EQUITY

- 36.01 The Board and the Union agree to participate cooperatively in the advancement of employment equity policies and procedures, including participation without prejudice on the Board's Employment Equity Committee and pursuant to the provisions of the Letter of Understanding #3 in the *Teachers' Provincial Agreement*.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 37.01 The Board, the Union and the teachers agree to cooperate in the prevention of accidents and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the Nova

Scotia *Occupational Health and Safety Act*. All parties recognize that occupational health and safety are the shared responsibility of the Board, the Union and individual teachers.

- 37.02 The Board will support the Occupational Health and Safety Committee in its endeavors to ensure that there is at least one (1) qualified employee of the Board in each school building who has received current first aid and CPR training.

ARTICLE 38 - GENERAL

- 38.01 The NSTU shall obtain at least two (2) local competitive bids for the printing of this Agreement in booklet form and the Board shall share fifty per cent (50%) of the cost of printing by the most competitive bidder. Distribution of the printed booklet shall be the responsibility of the Union.
- 38.02 Part-time teachers shall be credited with all benefits described in this Agreement on a pro rata basis in accordance with the number of days taught or claimed, compared to a regular full-time teaching position, except where otherwise specifically stated herein. Nevertheless, part-time teachers shall be entitled to the full benefits of medical coverage.
- 38.03 Every teacher who reaches the age of 65 years shall retire no later than at the end of the school year in which age 65 has been reached.
- 38.04 All terms and conditions of employment with respect to substitutes shall be as defined in the *Teachers' Provincial Agreement*. Nothing herein shall be interpreted to provide additional terms, except as specifically noted.

APPENDIX "A"

**LETTER OF UNDERSTANDING
Employment Equity Through Affirmative Measures**

.01 For the term of this Agreement Article 20.03 shall apply only to positions in those families of schools in which the identified group is under-represented in equivalent positions.

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

DATED at June 4, 2003, Nova Scotia

SIGNED, SEALED AND DELIVERED

in the presence of

Wayne MacGillivray
WITNESS

Robert G. Parker
CHAIRPERSON OF BOARD

Garv A. Miller
SUPERINTENDENT OF SCHOOLS

The Nova Scotia Teachers Union

Colin R. Campbell
WITNESS

Brian Forbes
PRESIDENT OF NSTU

Colchester-East Hants, Cumberland and Pictou District Locals
of the Nova Scotia Teachers Union

Brenda Fletcher
WITNESS

Eric M. Boutilier
PRESIDENT
Colchester-East Hants District Local

Jane Black
WITNESS

Hope E. LeMoine
PRESIDENT
Cumberland District Local

Ron Kennedy
WITNESS

John P. Spurdakes
PRESIDENT
Pictou District Local

APPENDIX "B"

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

Human Resources Department
60 Lorne Street
Truro, NS B2N 3K8

REQUEST FOR MEDICAL INFORMATION FORM

PLEASE ENSURE THAT THIS QUESTIONNAIRE **IS** DULY COMPLETED, SIGNED AND RETURNED TO THE CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD, BY _____, 20 ____ .
DATED: _____

(A) PHYSICIAN'S SECTION

TO THE PHYSICIAN: Your patient is a teacher with the Chignecto-Central Regional School Board. The teacher has been absent from work due to illness since

(INSERT DATE)

The Board requires information regarding the teacher's current medical condition. Please complete this form only if you have treated the teacher during the illness in question, or have predetermined medical information that this individual has been ill since that date specified above. Your cooperation is appreciated. The teacher will require a receipt for any fee charged for obtaining this medical information.

(1) Teacher's Name:

(2) Teacher's Address:

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

(4) Duration of current illness **or** injury:

From _____ To _____

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

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

Yes _____ No _____

(7) On the patient's return to work are there restrictions on any activities the employee can engage in?

(8) Physician's Name and Address:

Physician's Signature _____

Date _____

Other remarks (use additional sheet if necessary)

(B) EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information (including any explanation arising from the information provided) concerning my current illness or injury to my Employer, the Chignecto-Central Regional School Board. I understand that I will receive a copy of any medical information received by the Board from my physician.

Teacher's Signature _____

Date _____

APPENDIX "C"

**TERM SERVICE FORM
AS PER ARTICLE 14 OF THE LOCAL CONTRACT**

Name: _____

Prof. # _____

According to the Local Agreement we will be generating a Seniority List for all 100% and part-time term teachers.

We have calculated your seniority to be:

Aug 1, 20__ - July 31, 20__ (previous school year) _____

Aug. 1, 20__ - July 31, 20__ (current school year) _____

Service- Aug. 1, 20__ - July 31, 20__ _____

Recognized Service Prior to August 1, 20__ _____

Total Service - July 31, 20__ _____

The following is the criteria and the staffing rounds that apply to term teachers:

- Round 4 Terms with two (2) 100% term positions (2-Year Terms) that are currently in a position that still exists and is substantially the same are placed. Please note term teachers do not have to be in the same position for two (2) consecutive years.
- Round 5 Terms with 175 days in each of two (2) consecutive years, 2-Year Terms not previously placed, and all terms with 390+ days.
- Round 6 External advertisement. All terms eligible to apply, as well as outside applicants.

According to your term service calculated above, the following Round will apply to you:

If we have indicated Round 4 is applicable to you, please note you will only be placed in this round if you meet the above criteria. If you do not meet the above criteria, then you will be eligible to apply in Round 5.

Please return a copy of this form signed by (indicate date). I acknowledge that the above information is and will remain the basis for placement for the coming school year.

Yes, I agree with the above information. _____

If you feel the above information is incorrect, please specify what you feel your service should be and why, and forward this information to the Corporate Services Department, Human Resources Division, Truro, and your Local Union President.

Signature of Teacher

APPENDIX "D"

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

DEADLINE: April 1st

JOB-SHARING

- An Interview Team consisting of at least the school principal, the permanent contract teacher who has requested the job-share, and one other teacher or administrator to interview the other contract teacher.
- Description of a new job-sharing proposal must be attached to this form.
- Continuation of a Job-Sharing Team must receive approval of the Principal and Family of Schools Supervisor.
- Applications **must be received by April 1st** of the school year the job-sharing is to commence, continue or discontinue.
- Permanent contract teachers through application commit to filling the position for one (1) year.
- Please refer to Article 16 for further information.

Please check: New Job-sharing Proposal
 Continuation of Job-Sharing

School: _____ School Year: 20 ____ - ____

Name (Permanent Contract Teacher) _____ Prof. # _____

Name (Other Contract Teacher) _____ Prof. # _____

Proposed Schedule (including percentage of time for each teacher, grade level, etc.):

Signature of Permanent Teacher: _____ Date: _____

Signature of Other Contract Teacher: _____ Date: _____

Approval of the Principal: _____

Approval of the Family of Schools Supervisor: _____

Approval of the Human Resources Division: _____

RETURN TO THE HUMAN RESOURCES DEPARTMENT BY APRIL 1ST