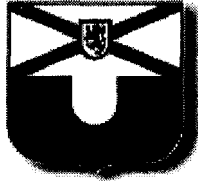


13065



COLLECTIVE AGREEMENT

between the

Tri-County District School Board

and the

Nova Scotia Teachers Union

April 16, 2003 - July 31, 2005

13065(01)

INDEX

Article	Title	Page
	Preamble	5
1	Term of Agreement	5
2	Definitions	5
3	Fairness	7
4	Recognition	7
5	Board-Teacher Committee	7
6	Board Information and Board Minutes	8
7	Board Policies	8
8	Management-Teacher Committee	9
9	Grievance Procedure	10
10	Method of Payment	12
11	Sick Leave	14
12	Teacher's Fund	15
13	Leave of Absence	16
14	Special Leave	17
15	Union Release Time	19
16	Right to Union Representation	19
17	Summer School	19
18	Itinerant Teachers	20
19	Pupil Transportation Reimbursement	20
20	Legal Assistance and Protection	20
21	Theft or Damage of Teacher's Property	20
22	Security of Position	21
23	Teaching Staff Allocation Plan	22
24	Seniority, Retention and Recall	22
25	Transfer	27
26	Staff Placement	30
27	Vacancies and Appointments	32
28	Administrative Positions	32
29	Notice of Assignment	33
30	Job Sharing	33
31	In-District Teacher Exchange	35
32	Violence Against Teachers	36
33	Educational Change	36
34	Substitute Teachers	37
35	Teacher in Charge	38
36	Occupational Health and Safety	38
37	Additional Instructional Services	39
38	Collection of Money	39

39	Retirement Seminars	39
40	Printing of Agreement	39
Appendix "A"	Request for Medical Information	41
Appendix "B"	Tri-County District School Board	
	- Hiring of Staff Policy	44

ALPHBETICAL INDEX

Article	Title	Page
37	Additional Instructional Services	39
28	Administrative Positions	32
6	Board Information and Board Minutes	8
7	Board Policies	8
5	Board-Teacher Committee	7
38	Collection of Money	39
2	Definitions	5
33	Educational Change	36
3	Fairness	7
9	Grievance Procedure	10
31	In-District Teacher Exchange	35
18	Itinerant Teachers	20
30	Job Sharing	33
13	Leave of Absence	16
20	Legal Assistance and Protection	20
8	Management-Teacher Committee	9
10	Method of Payment	12
29	Notice of Assignment	33
36	Occupational Health and Safety	38
	Preamble	5
40	Printing of Agreement	39
19	Pupil Transportation Reimbursement	20
4	Recognition	7
39	Retirement Seminars	39
16	Right to Union Representation	19
22	Security of Position	21
24	Seniority, Retention and Recall	22
11	Sick Leave	14
14	Special Leave	17
26	Staff Placement	30
34	Substitute Teachers	37
17	Summer School	19
35	Teacher in Charge	38
12	Teacher's Fund	15
23	Teaching Staff Allocation Plan	22
1	Term of Agreement	5
21	Theft or Damage of Teacher's Property	20
25	Transfer	27
15	Union Release Time	19

27	Vacancies and Appointments	32
32	Violence Against Teachers	36
Appendix "A"	Request for Medical Information	41
Appendix "B"	Tri-County District School Board - Hiring of Staff Policy	44

This Agreement is made **this 16th** day of April, 2003.

BETWEEN:

The **TRI-COUNTY DISTRICT SCHOOL BOARD**, a school board established pursuant to Bill 47, an amendment to the *Education Act*, S.N.S. 1995-96, c.1

(the “Board”)

- and -

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

(the “Union”)

The parties agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Unless otherwise stated, the provisions of this Agreement shall be effective from the date of signing and shall remain in full force and effect until the thirty-first day of July 2005, A.D. or until a new Agreement is reached in accordance with the *Teachers' Collective Bargaining Act* for the Province of Nova Scotia, or this Agreement is amended by mutual consent of the parties.

ARTICLE 2 - DEFINITIONS

2.01 In This Agreement:

- (a) “Abilities” means the acquired proficiency to deal effectively with teaching/administrative situations which are likely to arise in classrooms, schools or Board Office.
- (b) “Agreement” means this professional agreement between the Board and the Union.
- (c) “Board” means the Tri-County District School Board, a body corporate established pursuant to Bill 47, an amendment to the

Education Act, S.N.S. 1995-96, c.1 and is responsible for the educational system under its jurisdiction.

- (d) “Chief Executive Officer” means a person appointed by the Minister of Education to be in charge of the Southwest Regional School Board.
- (e) “Director of Education” means a person who holds a teacher’s certificate and is employed by the Board and is responsible to carry out the duties as outlined in Section 10 (e) (2) of the *Education Act*.
- (f) “Displaced Teacher” means a surplus teacher who, following an opportunity to voluntarily transfer, has not obtained another teaching position of his/her choice for the ensuing school year and who is being placed in a teaching position through a Board Initiated Transfer.
- (g) “Experience” means teaching, administration or work activities relevant to the position being considered.
- (h) “Fiscal Year” means the period from and including the first (1st) day of April in any year up to and including the thirty-first (31st) day of March in the next calendar year.
- (i) “Part-time Teacher” means 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.
- (j) “Qualifications” means the teacher’s certificate, degrees, major and minor areas of study and courses, including study in progress or completed in specialized areas that relate to teaching or the teaching/administrative assignment and may also include, but may not be limited to, the following: inservices, conferences as provided for by regulations and agreements; summer institutes as provided by the Department of Education, the Board, the Union, universities or other recognized advocates of education and short courses or personal study approved by the Board.
- (k) “School” means, for the purposes of Article 22 - Security of Position, Article 24 - Seniority, Retention and Recall, Article 25 - Transfer and Article 26 - Staff Placement, one or more buildings or part of a building, designated by the Regional Board as a “school” and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement.
- (l) “School Year” means the period from and including the first (1st) day of August in any year up to and including the thirty-first (31st) day of July in the next calendar year.
- (m) “Southwest Regional Representative Council or Southwest RRC” means an organizational structure of the Union which represents

teachers from the Digby, Yarmouth, Shelburne County, Queens and Lunenburg County Locals of the Union.

- (n) “Southwest Regional School Board” means a school board established pursuant to the *Education Act*, S.N.S. 1995-96, c1, with responsibilities as contained in Sections 10F (1) and 10G (1) of the Act.
- (o) “Surplus Teacher” means that teacher in a school who, subject to program protection, is the least senior teacher in that school based upon system wide seniority and who has no position remaining in that school for the following school year.
- (p) “Teacher” means a person defined as a “teacher” in the Teachers’ Provincial Agreement and employed by the Board under a probationary, permanent, or term contract.
- (q) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- (r) “Unfilled Position” means a position for which there is an incumbent teacher.
- (s) “Vacant Position” means a position for which there is no incumbent teacher.
- (t) “Working Day” means any day except Saturday, Sunday, a statutory holiday, or any other holiday recognized by this Agreement.

ARTICLE 3 - FAIRNESS

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

ARTICLE 4 - RECOGNITION

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

ARTICLE 5 - BOARD-TEACHER COMMITTEE

- 5.01 A Board -Teacher Committee shall be formed and shall be composed of five (5) teachers and five (5) representatives of the Board, at least three (3) of who shall be Board members.
- 5.02 The purpose of this Committee is to foster good communication and effective working relationships between the parties. This Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.

- 5.03 This Committee shall meet at least twice each year provided that the first meeting takes place by the end of January and the second meeting takes place by the end of May, and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
- 5.04 Each party shall advise the other in writing by November 30 of its members of this Committee.
- 5.05 (a) Each party shall appoint a Co-chair who shall alternate in chairing Committee meetings. The Co-chairs shall call the meetings and be responsible for requesting topics for the agenda from both parties. The final agenda shall be prepared by the residing Chair and copied to the Co-chair.
- (b) The agenda shall be distributed to Committee members not less than three (3) working days prior to the meeting. Distribution shall be the responsibility of each Co-chair to its members.
- 5.06 Minutes of the Committee meetings shall be the responsibility of the party not chairing the meeting

ARTICLE 6 - BOARD INFORMATION AND BOARD MINUTES

- 6.01 The Board shall supply the Chair of the Southwest RRC and the Presidents of the NSTU Locals with a copy of the budget after the budget has been approved, a copy of the Department of Education funding profile sheet after it has been made public and a copy of the audited statements.
- 6.02 The Board shall supply the Chair of the Southwest RRC and the Presidents of the NSTU Locals with a copy of the approved minutes of the Board and an agenda of Education Committee meetings.
- 6.03 The Board shall inform the Chair of the Southwest RRC and the Presidents of the NSTU Locals of any termination of contracts within five (5) days of termination.

ARTICLE 7 - BOARD POLICIES

- 7.01 The Board shall provide a policy manual and revisions for each staffroom and one copy to the Chair of the Southwest RRC and the Presidents of the NSTU Locals.
- 7.02 The Board shall provide the Union with the opportunity for input when significantly changing education or personnel policy that directly

affects teachers. This will be accomplished through established Board procedures including being provided with the draft policy, the opportunity to discuss the draft policy at the Governance Committee meeting at which the policy is being considered and to submit written responses.

ARTICLE 8 - MANAGEMENT-TEACHER COMMITTEE

- 8.01 The purpose of the Management-Teacher Committee is to foster good communication and effective working relationships between the parties through consideration of matters of concern to either party. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.
- 8.02 The Committee shall be composed of:
- (a) four (4) teachers appointed by the Union; and
 - (b) four (4) representatives of the Board management, being:
 - (i) Chief Executive Officer; Southwest Regional School Board
 - (ii) Director of Education;
 - (iii) Director of Corporate Services; Southwest Regional School Board
 - (iv) Director of Finance and Operations; Southwest Regional School Board
- 8.03
- (a) The Committee shall meet not less than five (5) times per year (bi-monthly) and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
 - (b) Any member of the Committee who wishes to have any particular matter discussed at a meeting of the Committee shall notify the Chair at least five (5) days before the date of the meeting and the Chair will then add that subject to the agenda for that meeting.
 - (c) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting but, with the consent of the parties, any additional matter may be added to the agenda at the meeting.
 - (d) The Regional Board will provide an office secretary who will be responsible for preparing and circulating the agenda and minutes.

- (e) The Chair position will alternate between the Union and the Board's representatives.
- (f) Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.
- (g) The agenda of the first meeting following the signing of this Agreement shall include:
 - Inclusion
 - Class Climate
 - Educational Change
 - Affirmative Action

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For the purpose of considering and attempting to settle any dispute or complaint regarding the interpretation, application, or administration of this Agreement, the procedure set out in this Article shall be followed.
- 9.02 The Union shall, no later than September 30 of each school year, appoint, and the Board shall recognize, a committee of the Union, representing all teachers employed by the Board, to deal with grievances. This committee shall be known as the Union Grievance Committee. The Union shall inform the Board in writing of the members of the committee or any change in the membership.
- 9.03 If a teacher or the Union has a dispute with the Board or its representative regarding interpretation, application, administration, or any alleged violation of this Agreement, the dispute shall constitute a grievance, and the teacher or the Union shall process the grievance according to the procedure in this Article.
- 9.04 Step I
- (a) The aggrieved teacher, with or without a representative and with or without a member of the Union Grievance Committee, shall submit the grievance to the Director of Education within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. The teacher shall provide a statement with a summary of the facts giving rise to the grievance, identify the specific Article(s) of the Agreement alleged to have been violated, and describe the redress sought. The grievor shall provide the Union Grievance Committee with a copy of the grievance.

- (b) The Director of Education shall reply in writing to the grievor and to the Union Grievance Committee within ten (10) working days of receiving the grievance.

Step 2

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

9.05 If the matter is not resolved at Step 2 and the Union decides to proceed with the grievance, the Union shall advise the Director of Education in writing, with a copy to the Director of Corporate Services within ten (10) working days of receiving the reply in Step 2 that the grievance shall be referred to arbitration.

9.06 The Arbitrator shall be appointed by mutual agreement between the Union and the Board within ten (10) working days of receipt of the notice of referral pursuant to Article 9.05. If the parties are unable to concur on the appointment of an Arbitrator, either party may request that the Minister of Environment and Labour for the Province of Nova Scotia appoint an Arbitrator.

9.07 With mutual agreement, the parties may use a three-person Board of Arbitration.

9.08 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Board, the Union and the teacher(s).

9.09 The Arbitrator or Board of Arbitration shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions of this Agreement.

9.10 The Union and the Regional Board shall each pay one half of the costs of the Arbitrator. If there is a Board of Arbitration, each party shall pay the cost of its nominee and one half of the costs of the Chair.

- 9.11 If the grieving party does not comply with the applicable time limits, the grievance shall be deemed to be abandoned. However, any of the time limits in this Article may be extended by mutual agreement in writing between the parties.
- 9.12 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 9.13 The parties agree that written confirmation of a settlement of a grievance shall be exchanged between the parties within ten (10) working days of the date of the settlement.
- 9.14 Where the Union initiates a grievance, the Union shall be represented by the Union Grievance Committee and the grievance shall begin at Step 2, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance.
- 9.15 Where the Board initiates a grievance, the Director of Education shall submit the grievance in writing to the Union Grievance Committee, with a copy to the relevant NSTU Staff Officer, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. A meeting shall be arranged and held between the Board and the Union Grievance Committee within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the grievance may be submitted to Arbitration pursuant to Article 9.06.

ARTICLE 10 - METHOD OF PAYMENT

- 10.01 Teachers shall be paid in accordance with the salary provisions, including supervisory and administrative allowances, as set out in the Teachers' Provincial Agreement. Payment shall be by direct deposit to one account at the financial institution designated by the teacher.
- 10.02 Payment shall be made on each alternate Thursday to each teacher an amount equal to the teacher's annual salary divided by twenty-six (26), less authorized and statutory deductions, including those related to non-claimable days as identified by the teacher and school administration. 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 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 Monday preceding the second Thursday in August.

- 10.03 Teachers shall receive an itemized statement of deductions on their payment stub on or before each pay day. Upon implementation of the SAP-HR/Payroll system, the pay and deductions will be made available electronically through the Employee Self Service (ESS) application only.
- 10.04 The final pay of a school year shall be the amount of salary equal to the difference between the applicable annual salary and the amount received in the regular pay periods, less required deductions.
- 10.05 Subject to the provisions of the Teachers' Provincial Agreement, any adjustments in salary due to a change in certification shall be paid twenty-one (21) days from the date the Regional Board receives a copy of the notice of change in certification from the Department of Education or the teacher.
- 10.06 (a) Overpayment of salary made in error to a teacher may be recovered by withholding the amount of such overpayment in equal deductions from the pay due to the teacher within a six (6) month period, or such lesser period as the teacher may be under contract with the Board or such other period that the Board and the teacher agree in writing. If the amount owing exceeds three thousand dollars (\$3,000) the Board agrees to extend the re-payment schedule to twenty-four (24) months or such lesser period as the teacher may be under contract. In exceptional circumstances, the Board and the teacher may make alternate arrangements.
- (b) The Board will not attempt to recover any overpayment of salary unless notice of overpayment has been given by the Board to the teacher no later than December 1 following the school year in which the overpayment occurred.
- (c) Notwithstanding Article 10.06 (a), the teacher shall only be responsible to repay the net amount of the overpayment.
- 10.07 Substitute teachers shall receive their first pay no later than the second (2nd) regular pay day after they commence service with the Board and every two (2) weeks after that date.
- 10.08 Teachers new to the system shall receive their salary payments for the month of August on the first teaching day in September.
- 10.09 In the event the teacher's pay day falls on a non-teaching day or a non-banking day, the salary procedures will apply to the immediately preceding banking day.
- 10.10 Before the end of September in each year, each teacher shall be notified of the number of pay days in that school year, and the date of each pay.

- 10.11 In the event of the death of a teacher, any underpayment shall be paid by direct deposit to the teacher's account.
- 10.12 Notwithstanding Article 10.06, in the event of the death of a teacher, overpayment shall not be recovered by the Regional Board.
- 10.13 If a grievance has been filed by a permanent contract teacher in respect of an overpayment, the period of recovery under Article 10.06 shall not commence until the grievance has been duly processed and then only if the grievance is decided in favour of the Board.

ARTICLE 11 - SICK LEAVE

- 11.01 Every full time teacher shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Teachers who teach on a less than full time basis shall receive a pro-rated amount of Sick Leave.
- 11.02 Every teacher shall accumulate Sick Leave to a total of one hundred and ninety-five (195) days in addition to the days granted pursuant to Article 11.01. For greater certainty, the maximum number of sick days claimed shall be two hundred and thirty-five (235) days.
- 11.03 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave granted pursuant to Article 11.01, has been expended.
- 11.04 Accumulated days used shall be deducted from the accumulated total.
- 11.05 On or before October 15, each teacher shall be informed in writing of the number of days Sick Leave to his/her credit as of the preceding July 31. The number of days to the credit of each teacher shall be available at the office of the Personnel Officer, at the request of the teacher.
- 11.06 Where a teacher is employed by the Board, the Board shall credit the teacher with any accumulated Sick Leave as credited with the immediate preceding employing school board in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days. The teacher shall not be permitted to use any of the days so credited within the first year of employment with the Board.
- 11.07 Any teacher on a permanent/probationary contract and who has been employed by the Board for at least two (2) years and in a given school year has exhausted all his/her current annual and accumulated Sick Leave and is ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.

- 11.08 A female teacher shall be permitted to use up to fifty (50) days Sick Leave, if available, for leave of absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27 - Leave of Absence for Pregnancy of the Teachers' Provincial Agreement remains in effect.
- 11.09 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 11.01 shall not accumulate and cannot be claimed during the Leave.
- 11.10 A teacher under active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program covered under the Teachers' Provincial Agreement shall be considered ill.
- 11.11 The total amount of Sick Leave to the credit of a teacher who resigns or is terminated from the employ of the Board shall be reinstated if the teacher returns to the employ of the Board within five (5) years. The teacher shall not be permitted to use these days within the first year following return to the employ of the Board.
- 11.12 It is recognized that Sick Leave is claimable for necessary medical and dental treatment of a teacher. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.
- 11.13 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The parties agree to use the "Request for Medical Information" form contained in Appendix A to this Agreement and such information shall be kept confidential.

ARTICLE 12 - TEACHERS' FUND

- 12.01 The Regional Board agrees to pay to a Teachers' Fund for the schools involved the monies normally paid for noon hour supervision provided the teachers actually perform the duties of noon hour supervision.
- 12.02 The payment cheques to each staff shall be forwarded monthly of each school year.
- 12.03 When requested, staffs shall provide the Board with an accounting of the monies allocated under this Article.
- 12.04 Supervisory money from the Teachers' Fund shall not be paid to individual teachers for their personal gain.

- 12.05 On or before June 1st of each year, the Board shall provide the Chair of the Southwest RRC with the names of the schools which have received monies pursuant to Article 12.01 and the total amount of monies allocated to each participating school.
- 12.06 When requested, the Board shall provide the Chair of the Southwest RRC with the method of calculation of monies under this Article.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Board shall grant a one (1) year Leave of Absence to any permanent contract teacher who applies for such a leave.
- 13.02 The Board may grant an additional year's Leave of Absence to any permanent contract teacher on Leave of Absence.
- 13.03 A Leave of Absence of less than one (1) year may be granted at the discretion of the Board. Applications for a Leave of Absence of less than one (1) year shall be made in writing to the Director of Education at least one (1) month prior to the anticipated date of commencement. In exceptional circumstances the Board may grant a Leave with less than one (1) month notice.
- 13.04 Applications for Leave of Absence of one (1) year shall be submitted in writing to the Director of Education on or before April 1 of the school year prior to the one in which the leave is desired, with reply by May 5.
- 13.05 Applications for Leave of Absence for the purpose of serving as an official of a teachers' professional organization shall be submitted on or before June 15 of the school year prior to the one in which leave is desired.
- 13.06 The teacher agrees to notify the Board on or before April 15 of his/her intent of returning to the system under the jurisdiction of the Board.
- 13.07 All benefits of a teacher shall be suspended while a teacher is on Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board.
- 13.08 Upon return from a Leave of Absence, a teacher shall be reinstated:
- (a) to the same or similar position in the same school but not necessarily the exact same teaching assignment, held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the teacher shall be treated in the same man-

ner as he/she would have been treated but for the Leave of Absence; or

- (b) to a position mutually agreed upon by the teacher and the Board.

ARTICLE 14 - SPECIAL LEAVE

- 14.01 (a) A teacher shall be entitled to Special Leave for a maximum of five (5) days with pay necessitated by each death occurring in the teacher's immediate family. Immediate family shall include spouse, parent, child, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandparent, grandchild, former guardian, ward, and same sex partner where such partner has permanently cohabited with the teacher in the teacher's household for not less than twelve (12) consecutive months.
 - (b) A teacher shall be entitled to Special Leave to a maximum of three (3) days with pay necessitated by each death occurring in the teacher's non-immediate family. Non-immediate family shall include current sister-in-law, current brother-in-law, aunt, uncle, niece, and nephew.
 - (c) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
 - (d) Where the interment or memorial service for immediate family pursuant to Article 14.01(a) is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.
- 14.02 Teachers shall be entitled to Special Leave with pay to a maximum of five (5) days in one school year for serious illness in the teacher's immediate family pursuant to Article 14.01(a).
- 14.03 With the approval of the Director of Education, a teacher shall be entitled to Special Leave with pay for a maximum of five (5) days in one school year for urgent and imperative reasons. This article may be used for serious illness in the teacher's immediate family pursuant to Article 14.01(a) and the Board may require proof of illness.
- 14.04 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Director of Education and a Regional Education Officer be permitted to attend the funeral service and the day shall be a claimable day.
- 14.05 No teacher shall suffer a loss of salary when absent because a public carrier on which the teacher is due to travel changes its transportation sched-

ule due to unforeseen circumstances. In such a case, it shall be incumbent upon the teacher to produce documentation to substantiate the claim.

- 14.06 The Board may grant Special Leave without pay to a teacher when offering for election in a federal, provincial or municipal election subject to the following:
- (a) the granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld;
 - (b) all days granted shall be full;
 - (c) up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
 - (d) up to five (5) days for municipal elections (all of these days shall be consecutive).
- 14.07 Upon request, the Director of Education may grant teachers the right to attend the funeral of a teacher, student, board employee or school volunteer.
- 14.08 A substitute teacher who is required to attend court proceedings on behalf of the Board shall be entitled to Special Leave pursuant to this Article.
- 14.09
- (a) For the purpose of Bereavement Leave in this Article “teachers” shall include substitute teachers who have been employed for more than sixty-four (64) consecutive days for the same teacher and who have been classified as regular teachers pursuant to Article 32.03 of the Teachers’ Provincial Agreement.
 - (b) Effective on and after August 1, 2003 for the purpose of Bereavement Leave in this Article “teachers” shall include substitute teachers who have been employed for more than sixty-one (61) consecutive days for the same teacher and who have been classified as regular teachers pursuant to Article 32.03 of the Teachers’ Provincial Agreement.
 - (c) Effective on and after August 1, 2004 for the purpose of Bereavement Leave in this Article “teachers” shall include substitute teachers who have been employed for more than forty-one (41) consecutive days for the same teacher and who have been classified as regular teachers pursuant to Article 32.03 of the Teachers’ Provincial Agreement.

ARTICLE 15 - UNION RELEASE TIME

- 15.01 The Board shall provide a maximum of fifteen (15) days per 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 at the discretion of the SouthwestRRC. The Chair of the SouthwestRRC shall advise the Director of Education and the Human Resources Department in advance when days are required by a teacher.
- 15.02 In addition to the days provided for in Article 15.01, the Board may allow the SouthwestRRC to allocate additional days to teachers to perform their duties of office provided that the Union pays to the Board the actual cost of the replacement teacher(s).
- 15.03 Days as provided in Articles 15.01 and 15.02 are in addition to paid days claimed under Article 3I.02(iv) of the Teachers' Provincial Agreement or when the Board, or an agent of the Board, requests a meeting with teachers.

ARTICLE 16 - RIGHT TO UNION REPRESENTATION

- 16.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 16.02 Notwithstanding Article 16.01, any meeting called by an Administrator and which becomes disciplinary in nature shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 16.03 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.
- 16.04 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 17 - SUMMER SCHOOL

- 17.01 Teachers employed to teach Summer School must be teachers as defined in the Education Act, and shall in the first instance be appointed from among the teachers employed by the Board.
- 17.02 Salary shall be at the rate determined by the Board.

ARTICLE 18 - ITINERANT TEACHERS

- 18.01 Itinerant teachers shall be paid in accordance with the Teachers' Provincial Agreement.
- 18.02 Itinerant teachers shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.
- 18.03 Except under extenuating circumstances, no itinerant teacher shall be responsible for work at more than three (3) schools in any one (1) school day.

ARTICLE 19 - PUPIL TRANSPORTATION REIMBURSEMENT

- 19.01 In instances where a teacher is required to maintain a current class of driver's license, or to obtain a driver's license of a different class from that which he/she currently holds, then the Board shall:
- (a) pay the costs of medical and eye examinations that are required for that particular license; and,
 - (b) provide release time for the teacher's driving test whenever a test is necessary and must be scheduled during the school day.

ARTICLE 20 - LEGAL ASSISTANCE AND PROTECTION

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

ARTICLE 21 - THEFT OR DAMAGE OF TEACHER'S PROPERTY

- 21.01 Compensation will be paid to teachers whose personal property is stolen or damaged while on school premises in the following circumstances:
- (a) The personal property was used for educational purposes;
 - (b) The teacher notified the Principal when the personal property first arrived at the school and the Principal registered the property in writing on the approved form, on an annual basis;

- (c) The teacher carries a homeowner insurance policy on the teacher's personal property and the property being claimed is not covered by the policy;
- (d) The theft or damage is not the result of negligence by the teacher claiming the compensation;
- (e) Compensation claims shall be limited to:
 - (i) The depreciated value of the personal property and will not include payment for any of the teacher's labour in preparing the property for educational purposes;
 - (ii) A maximum payment by the Board of any claim of five hundred dollars (**\$500.00**);
 - (iii) Claims of less than twenty-five dollars (**\$25.00**) will not be considered.

21.02 The Board shall pay the lesser of the deductible portion of the teacher's insurance policy or the appraised value to a maximum of five hundred dollars (**\$500.00**) when the teacher's property is stolen or damaged, provided that the Principal has approved its use and registered the item(s) on the approved form, on an annual basis. The claim must be made within three (3) days of the effective knowledge of the theft or damage.

ARTICLE 22 - SECURITY OF POSITION

22.01 (a) For purposes of this Article, "school" means a building site to which the teacher is assigned.

(b) Where staff reduction must occur within a school, the Board shall, after assigning teaching staff, first consider volunteers for staff reduction. Where there are no suitable volunteers, the position shall be phased-out and the teacher to be declared surplus shall be the least senior pursuant to Article **24.03** within the school, provided the retained more senior teacher has, in the opinion of the Board, the qualifications, abilities and experience for the work to be assigned.

22.02 A teacher must hold a permanent contract and be certified for the position.

22.03 If the teacher in the phased-out position feels he/she requires upgrading, the Board shall grant the teacher an unpaid Leave of Absence to obtain such retraining.

22.04 Such leave pursuant to Article **22.03** shall not exceed two (2) years unless for extraordinary circumstances more than two (2) years is required. Extensions beyond two (2) years may be made by mutual agreement.

22.05 All benefits of a teacher on Leave of Absence pursuant to Article **22.03**, shall be suspended during the Leave of Absence but shall be reinstated when the teacher resumes teaching for the Board.

22.06 Notwithstanding Article **22.01**, if there is no position vacant, staff reduction shall be carried out according to Article **24** – Seniority, Retention and Recall.

ARTICLE 23 - TEACHING STAFF ALLOCATION PLAN

23.01 (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 it intends to staff its schools and the allocation of supervisory personnel, specialists and teachers. The staffing proposal shall identify all vacant or untitled positions which are then known or reasonably foreseen.

(b) The Board shall consult with Presidents of the NSTU Locals prior to implementing a staffing proposal.

23.02 When formulating the staffing proposal, all teachers shall be considered as Board employees and all decisions regarding staffing will be made on that basis.

23.03 The application of the teaching staff allocation proposal shall indicate the full time equivalent staff complement at each school.

23.04 On or before May 7th of each year, the Board shall make best efforts to prepare the list of those permanent and/or probationary contract teachers who are expected to be laid-off or declared surplus. The Director of Education shall notify in writing said teacher(s) with a copy to the Presidents of the NSTU Locals.

ARTICLE 24 - SENIORITY, RETENTION AND RECALL

24.01 Seniority shall denote the last period of consecutive service with the Board and predecessor Boards.

24.02 The period of consecutive service shall be calculated based on the years of service:

(a) A minimum one hundred and seventy-five (175) days taught and claimed shall be a year of service.

- (b) A teacher who teaches or claims less than one hundred and seventy-five (**175**) days shall have seniority calculated as a fraction with the denominator as one hundred and ninety-five (**195**).
- 24.03** Seniority lists shall be established for permanent and probationary teachers based on their status up to and including September **30** of the current school year.
- 24.04** The seniority lists shall be prepared by the Board, and posted at each school staff room and the School Board offices no later than November **1** of each academic school year.
- 24.05** Any challenge to the seniority lists shall be brought to the attention of the Human Resources Department in writing within twenty-one (**21**) days of the posting of the list. The Union must provide evidence to support its challenge.
- 24.06** The signed seniority lists shall be posted in staff rooms and the School Board offices no later than January **15**.
- 24.07** Where a challenge has not been resolved, the teacher may initiate a grievance pursuant to Article **9** - Grievance Procedure, set out in this Agreement.
- 24.08** (a) Notwithstanding Article **24.02**, seniority shall continue to accumulate:
- (i) During a teacher's absence as described in Regulations under the *Education Act*;
 - (ii) During a teacher's Leave of Absence as described in either the Teachers' Provincial Agreement or the Professional Agreement between the Board and the NSTU; or,
 - (iii) During a teacher's absence due to sickness or accident where the leave is with or without salary.
- (b) A teacher who is deemed **to** be permanent shall accumulate a full year **of** seniority for each year **so** deemed.
- 24.09** Seniority shall be computed in the following manner:
- (a) Years of consecutive service with the Board and predecessor Boards including all deemed service in accordance with Article **19.01** **of** the Teachers' Provincial Agreement.
 - (b) For purposes of comparing seniority between or amongst teachers, should the years pursuant to (a) be equal, the total years service with the Board and predecessor Boards shall be used.

- (c) Should the years pursuant to (b) be equal, then the date of hiring and order of hiring as it appears on the approved minutes of the Board and predecessor Boards, shall be the criteria used to break a tie. The availability of such minutes shall be as reasonably determined by the Board.
- (d) Where the criteria used in (c) is not readily available or does not break a tie, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie.
- (e) Where the criteria used in (d) does not break a tie, then in accordance with the teacher's Department of Education Certificate Number, with the lower teacher's Certificate Number being placed ahead of the other teacher having the same recognized teaching experience with the Department of Education.
- (f) Notwithstanding the foregoing, for the sole purpose of breaking a tie between two (2) or more teachers formerly employed with the Digby District School Board, and where no other teachers in other Locals are involved in a tie, the tie will be broken according to the teacher's position on the recognized Seniority List for the Digby District School Board dated October 10th, 1995 for the 1995/96 school year.

24.10 Any change in legal structures of the Board shall have no effect on the seniority of a teacher who was in the employ of the Board at the time of such change. The seniority of any teacher so affected shall be the same as it would have been had such modification not taken place.

24.11 Seniority shall be lost for any of the following reasons:

- (a) Resignation of the teacher; or
- (b) A dismissal which remains uncontested or is confirmed by a Board of Appeal.

24.12 Notwithstanding 24.02:

- (a) A terminated teacher shall not continue to accumulate seniority but shall have seniority re-instated, provided the teacher returns to the employ of the Board as a teacher within a three (3) year period;
- (b) A teacher whose contract has been terminated shall have any subsequent term contract service credited on return to the Board as a teacher.

- 24.13 A term teacher shall have service as a term teacher credited for seniority purposes when the teacher is given a permanent contract. Service must be consecutive to be so recognized.
- 24.14 Where term contract service is not yet credited for seniority purposes, and where the teacher is a probationary contract teacher, the consecutive term service shall be deemed to be service for purposes of seniority and shall be credited for the purpose of termination and recall.
- 24.15 In any instance where a teacher's name is added to a seniority list, any consecutive substitute service of one hundred and seventy-five (175) days or more, which immediately precedes a term, probationary or permanent contract, shall be counted for seniority purposes. Such service must be unbroken.

RETENTION

- 24.16 Where it is absolutely necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition. Staff reduction shall not be invoked to release teachers liable to dismissal for cause.
- 24.17 (a) In the event that staff reduction beyond natural attrition 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 Article 24.03;
 - (ii) Secondly, Probationary Teachers in accordance with the Seniority List established pursuant to Article 24.03.
- (b) Teachers directly affected by staff reduction policy shall be informed by the Director of Education as soon as possible after a firm decision is made.
- (c) The Board shall provide, for the teacher concerned, a suitable letter with a copy to the Presidents of the NSTU Locals, outlining the reason for his/her leaving the employ of the Board.

RECALL

- 24.18 The Board shall maintain a Re-employment List of permanent and probationary teachers who were formerly employed by the Board. Said names shall remain on the list(s) for a period of five (5) years, unless the teacher earlier requests, in writing, that the teacher's name be removed from the list.
- 24.19 Positioning of a teacher on a list pursuant to Article 24.18 shall be based on the seniority of the teacher at the time of interruption of employment.

- 24.20 The Re-employment List shall be used to recall teachers in the following order:
- (a) Firstly, permanent contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Board the qualifications, abilities and experience to perform the requirements of the position;
 - (b) Secondly, probationary contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Board the qualifications, abilities and experience to perform the requirements of the position.
- 24.21 Teachers on the Re-employment List, pursuant to Article 26 -- Staff Placement, shall be given opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Board. Such positions shall not be declared open or vacant until the voluntary transfer process has been completed.
- 24.22 The Board shall cause that preference be given to teachers on the Re-employment List for positions as a substitute teacher.
- 24.23 It shall be the duty of the teacher to advise the Director of Education in writing by January 31 of each school year of his/her continued availability and all changes in address and telephone listing.

TERM TEACHERS - RETENTION AND RECALL

- 24.24 (a) Before the Board hires teachers or term teachers new to the Board, the Board shall give first consideration and preference to term contract teachers pursuant to Article 24.24(b). Where the position is advertised after August 1, term contract teachers pursuant to Article 24.24(b), and whose contract expired on the July 31 preceding the August 1, shall continue to have this benefit apply until December 31 following the July 31 when the term contract expired;
- (b) Consideration and preference for term contract teachers shall be given to the following term teachers in the following order:
- (i) Full time term contract teachers with two (2) or more consecutive years of service;
 - (ii) Term contract teachers whose aggregate of term contract service, in consecutive school years, with the Board and predecessor Boards is at least three hundred and ninety (390) days;
 - (iii) Full time term contract teachers.

- (c) Positions will be considered in the following order:
 - (i) Full time permanent or probationary contract positions;
 - (ii) Position formerly occupied by the term contract teacher;
 - (iii) Full time term contract positions;
 - (iv) Part-time full year term contract positions, with the exception of continuing part-time positions whose previous occupant opts to remain in that position as a part-time term teacher;
 - (v) Other term contract positions; or,
 - (vi) Substitute positions.

24.25 Term contract teachers are responsible to apply, as per posted instructions, for any position that becomes available.

- 24.26** (a) A term teacher who has been appointed to a position for the ensuing school year will be considered for a subsequent competition only if:
- The closing date for the competition is on or before August 15th.
 - The teacher holds a term position and applies for a vacant position.
 - The teacher holds a part-time position and applies for a 100% term position.
 - The teacher holds a part-time position and applies for a different part-time position that is at least **20% FTE** greater than the position held.
 - The teacher holds a part-time position and applies for another part-time position that can be conveniently scheduled with the teacher's existing assignment.
- (b) A term teacher who has been appointed to a position for the ensuing school year will be limited to only one subsequent consideration pursuant to Article 24.26(a) above.
- (c) Term contract teachers that have accepted a position for the subsequent year shall commit to employment with the Board for a period of one year.

ARTICLE 25 - T _____

25.01 Except as provided elsewhere herein, the Board shall not transfer teachers from one school to another without the consent of the teacher.

25.02 Teacher-Initiated Transfers

- (a) The Board and the Union endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
- (b) Following the placement of teachers who in the previous school year have been moved pursuant to Article 25.03(a) and have been offered a vacant or unfilled position at his/her original school and the placement of surplus teachers pursuant to Article 26.07 (c), the Director of Education will cause to be posted in each school and provide to the Chair of the Southwest RRC and the Presidents of the NSTU Locals a list of all positions which remain vacant and are therefore available for transfer of permanent contract teachers.
- (c) Permanent contract teachers may apply for such posted vacant positions. The successful applicant shall be selected in accordance with Article 26.07 (d).
- (d) A teacher who is successful in attaining a transfer to a different vacant position is not eligible for further participation in the teacher transfer process. Said teacher must agree to remain in the position to which he/she has been transferred for a minimum period of the entire ensuing school year.
- (e) Except where waived by the Board because of a legitimate change in personal circumstances, a teacher requesting a transfer(s) is only entitled to refuse offers of transfer in the first round, before being ineligible to participate any further in the teacher transfer process for the school year under consideration.
- (f) There shall be no fewer than two (2) nor more than three (3) rounds of transfer before June 15th in each school year.

25.03 Board-Initiated Transfers

- (a) Board-initiated transfers may be made:
 - (i) For exceptional personnel issues related to staff, students or the community;
 - (ii) For *bona fide* operational reasons related to enrollment or protection of programs; or,
 - (iii) As a result of school realignment or construction.
- (b) (i) Both parties recognize that Board-initiated transfers can be disruptive for teachers. Accordingly, before invoking such transfers, the Board agrees to examine all other reasonable alternatives, including volunteers for staff reduction or transfer;
- (ii) Where there are no suitable volunteers, the teacher to be declared surplus shall be the least senior pursuant to

- Article 24.03 within the school, subject to program protection;
- (iii) In all such instances, the Board must first discuss such proposed transfer with the affected teacher(s). If the teacher requests, a representative of the Union may be present during the discussion. If requested by the teacher(s), the Board shall give written reasons for the transfer to the teacher(s), with a copy to the Presidents of the NSTU Locals;
 - (iv) The Board shall bear the burden of demonstrating that all prerequisites to a Board-initiated transfer have been met and that any retained less senior teacher is essential to a program or supervisory position;
 - (v) Board-initiated transfers shall not be made arbitrarily, unreasonably or unfairly and the Union shall be informed of all such transfers.
- (c) For a period of one (1) year 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, in accordance with Article 26.07 (b).
 - (d) If the Board is of the opinion that a teacher who is to be declared surplus is essential to maintain a program or administrative position, the Board may deem that teacher as being essential, in which case the Board shall transfer the next least senior teacher pursuant to Article 24.03 who is not 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.
 - (e) Any teacher transferred as a consequence of a Board-initiated transfer shall, during the first year of transfer, be compensated by the Board for extra travel necessitated by the transfer, provided the distance to the new school exceeds the distance from the previous school from the teacher's place of residence by at least 40 kilometres. Kilometrage shall be paid monthly no later than the 15th day of the month following the travel.
 - (f) A displaced teacher who is being placed in a teaching position through a Board-initiated Transfer shall be required to transfer to a position assigned by the Board; subject to the displaced teacher having, in the opinion of the Board, the necessary qualifications, abilities and experience for the position. The Board shall make reasonable best efforts to place such teacher in an available teaching position that is geographically located within a reasonable distance from the teacher's normal place of residence or work.

25.04 School Closures and Re-alignments

- (a) In the event of school closure, teachers shall be transferred to the new school(s) with the students to which the teacher has been assigned the greatest percentage of time.
 - (b) In the event of a re-alignment between schools (i.e. the movement of students and/or programs from one school to another school) the teachers transferred shall be those teachers who, based on current assignments, have been spending the greatest percentage of their time with the students transferred.
 - (c) Should the transfer of teachers in 25.04(a) and 25.04(b) result in the affected school(s) having a surplus of teachers, staff reduction shall be accomplished pursuant to Article 22 (Security of Position) and Article 25.03 (Board Initiated Transfers).
- 25.05 Permanent contract teachers are eligible to apply for posted vacant positions which become available until the end of each current academic school year (July 31). The date may be extended by two (2) weeks by mutual agreement of the Board and the Union.

ARTICLE 26 - STAFF PLACEMENT

- 26.01 (a) Except where otherwise stated in this Agreement, for the purposes of hiring and contested vacancies, but excluding administrative/supervisory positions in Article 28, selection of the successful applicant shall be based upon either the evaluative approach or the seniority-dominant approach, as described in Article 26.02 herein.
- (b) The evaluation of qualifications, abilities and experience shall be determined by the Board, provided that when qualifications, abilities and experience are relatively equal, seniority shall be the determining factor.
- 26.02 For purposes of this Article, one of two (2) approaches to selection of applicants shall apply:
- (a) The evaluative approach, whereby selection of the most suitable applicant shall be based **upon** qualifications, abilities and experience to perform the requirements of the position; and
 - (b) The seniority-dominant approach, whereby selection of the successful applicant shall be based upon seniority, conditional upon the successful applicant possessing the qualifications, abilities and experience necessary to perform the requirements of the position.

- 26.03** The Board shall notify, in writing, the Presidents of the NSTU Locals of the percentage weights attached to each criteria in the evaluative approach and the seniority-dominant approach pursuant to Article 26.02 prior to the implementation of Article 26.07.
- 26.04** In all such staffing decisions, the Board shall be bound by Sections 1, 2, 4, 7, 10 and 11 of its Hiring of Staff Policy Number 602.1, dated May 25, 1999 (revised December 12, 2000), which is attached to and forms part of this Agreement as Appendix B.
- 26.05** In the event the Board, or its delegate, shall choose not to accept the recommendation of the interview Team, such decision shall be open to grievance and reviewable by an arbitrator, whose decision on the matter shall be final and binding upon the parties.
- 26.06** In all such staffing decisions, the evaluation of the Board with respect to qualifications, abilities and experience, under all Articles of this Agreement, shall be objectively determined. Any teacher who feels aggrieved by such evaluation process shall be entitled to request of the Director of Education, or designate, an explanation/interview to discuss the evaluation process.
- 26.07** When positions are to be filled, the Board shall select and place teachers in accordance with the following methods and priorities:
- (a) First, for administrative positions, in accordance with Article 28 and the approach described therein;
 - (b) Second, any teacher who has in the previous school year been moved pursuant to Article 25.03 shall be offered any vacant or unfilled position at his/her original school, in accordance with the seniority-dominant approach;
 - (c) Third, all teachers who have been declared surplus by the Board, or who cannot be placed after school closures or re-alignments, in accordance with the evaluative approach;
 - (d) Fourth, permanent contract teachers who have made application during the two rounds of voluntary transfer according to the provisions of Article 25.02, in accordance with the evaluative approach;
 - (e) Fifth, all teachers who were subjected to Board-initiated transfers pursuant to the provisions of Article 25.03, in accordance with the evaluative approach;
 - (f) Sixth, all teachers on the Board's Re-Employment List, in accordance with the seniority-dominant approach;

- (g) Seventh, all teachers who have applied for positions posted pursuant to Articles 27.01 and 27.02, and all term contract teachers who have applied for positions pursuant to Articles 24.24, 24.25 and 24.26 in accordance with the evaluative approach;
- (h) Eighth, new teachers to the Board, in accordance with the evaluative approach.

ARTICLE 27 - VACANCIES AND APPOINTMENTS

- 27.01 Notice of all teaching vacancies, including administrative/supervisory positions, as well as newly created positions, shall be posted in each school staff room and at each site where professional staff are assigned.
- 27.02
- (a) Should such vacancies occur during the Summer, the Board shall post vacancies in The Halifax Chronicle-Herald.
 - (b) The Regional Board shall maintain a website with up to date listings of all teaching vacancies, including administrative/supervisory positions.
 - (c) Administrative and supervisory vacancies shall be filled according to the provisions of Article 28 - Administrative Positions.
 - (d) Applications for such vacancies shall be forwarded to the Human Resources Department, according to the time frame described in the posting or advertisements.
 - (e) All short listed applicants shall be notified of the recommendation of the Interview Team within five (5) working days of such recommendation. The successful applicant shall be advised of the decision of the Board within five (5) working days of such decision.

ARTICLE 28 - ADMINISTRATIVE POSITIONS

- 28.01 In filling an administrative position:
- (a) **If** there are internal candidates who apply, the candidates shall compete on the following criteria: qualifications, abilities, experience and length of service with the Board and predecessor Boards and 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%);
 - (b) If there are no internal candidates who apply, all candidates shall compete on the following criteria: qualifications, abilities and experience, and the Board shall determine the weight to be given to each of the criteria.

- 28.02 An administrative position shall be defined as an appointment that would result in the teacher receiving an administrative allowance.
- 28.03 A selection process, including interviews, shall be followed for all administrative positions which become vacant or are posted on an acting basis. In all such staffing decisions, the Board shall be bound by Sections 1, 2, 4, 7, 10 and 11 of its Hiring of Staff Policy Number 602.1, dated May 25, 1999 (revised December 12, 2000), which is attached to and forms part of this Agreement as Appendix B.
- 28.04 The parties agree that neither this Article 28 nor other provisions of this Agreement apply to the selection process for the position of Director of Education.

ARTICLE 29 - NOTICE OF ASSIGNMENT

- 29.01 Each teacher on continuing contract shall be notified, in writing, by his/her Principal, of his/her major subject area and/or grade level for the next school year prior to May 30th.
- 29.02 After consultation with all concerned teachers, every reasonable effort will be made, to appoint each teacher to subjects, grades, and/or areas of preference, subject to the teacher possessing the qualifications necessary for the position.
- 29.03 Before any Notice of Assignment resulting in a major change in responsibilities is given to a teacher, the teacher shall be consulted regarding the change. In addition, said Notice, when given, shall contain in writing the reasons for change, if requested by the teacher.
- 29.04 The Union recognizes that provincial funding delays and/or subsequent unforeseeable staff resignations may from time to time require the Board to change a teacher's assignment after May 30th.
- 29.05 Teachers shall receive their teaching timetables no later than the first teaching day of the school year unless there are unusual circumstances. A teacher who considers that his/her enrolment is not at an appropriate level may report the facts of the situation in writing to the principal who shall investigate and respond in writing to the teacher.

ARTICLE 30 - JOB SHARING

- 30.01 The Board recognizes that job sharing arrangements may, in certain circumstances, represent a viable and effective staffing option.

- 30.02 (a) Any full-time permanent contract teacher in the employ of the Board may apply in writing to the Director of Education by February 1st to participate for the next school year in an arrangement which involves sharing the performance and the discharge of the responsibilities of a position on a part-time basis with another teacher for the next school year;
- (b) If an application is made by two (2) permanent contract teachers to job share a single position, then both teachers shall be deemed to be co-applicants.
- 30.03 (a) Where there is no co-applicant, the Board shall publish by March 1 of each school year, a list of approved job share teachers requiring job sharing partners and invite applications from interested teachers.
- (b) Said list of applicants requiring job sharing partners shall be posted in each school.
- (c) Written applications of permanent contract teachers wishing to apply as job sharing partners must be made to the Director of Education on or before March 15 of the school year prior to the school year in which the shared teaching is to occur.
- 30.04 The approval of job sharing applications shall be in the sole discretion of the Board, upon recommendation of the Director of Education. In the event that the Director of Education has specific concerns with respect to a particular application, the applicant(s) shall receive written notification of the concerns before the application and/or the recommendations are brought before the Board. Following discussion of the Director of Education's concerns, the applicants may revise their application.
- 30.05 The Director of Education shall notify the successful applicants on or before April 15 of the school year prior to the school year in which the shared teaching is to occur.
- 30.06 The application must be accompanied by:
- (a) The proposed teaching schedule; and
- (b) The recommendation of the school principal.
- 30.07 Each application is for a one (1) year period.
- 30.08 To continue a shared teaching arrangement beyond a one (1) year period, re-application is required by the applicant, pursuant to Article 30.02 (a).

30.09 Throughout the term of the job sharing arrangement, the following shall apply:

- (a) Each sharing teacher shall be paid a percentage of his/her applicable annual salary proportionate to the number of days in the full school year during which he/she performs the duties and discharges the responsibilities of the position;
- (b) Each sharing teacher shall be present for any Parent Visitation sessions during any term provided he/she has taught any part of that term;
- (c) Notwithstanding Article 30.09(a), if school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid;
- (d) Each sharing teacher shall attend any in-service held during any term provided he/she has taught any part of that term;
- (e) Notwithstanding 30.09(a), only the teacher regularly scheduled for duty shall be paid for attendance at in-services;
- (f) Each sharing teacher shall be paid on a regular basis for and during that portion of the school year that he/she works, subject to the provisions of Article 10 - Method of Payment; and
- (g) The teaching schedule of each sharing teacher shall be arranged in consultation with the school principal.

30.10 At the end of the school year for which a job sharing arrangement was in effect, the applicant or co-applicants shall return to his/her/their previous position(s), unless a new job sharing has been agreed upon, unless the previous position(s) no longer exist(s), in which case the teacher(s) shall be treated in the same manner as he/she/they would have been treated but for the job sharing arrangement.

ARTICLE 31 - IN-DISTRICT TEACHER EXCHANGE

31.01 Permanent contract teachers seeking one (1) year exchanges within the Board shall apply in writing to the Director of Education by February 1.

31.02 The Board shall undertake to publish by February 15th of each school year a list of teachers desiring exchanges. Copies of this list shall be posted in each school and applications from interested teachers must be submitted no later than March 1st.

31.03 To encourage In-District Teacher Exchanges, the Board shall guarantee teachers entering into an exchange, reinstatement to the position held immediately prior to the exchange or, if that position is phased out, the teacher shall be governed by Article 26 - Staff Placement.

- 31.04 All In-District Teacher Exchanges shall be subject to the approval of the Board upon recommendation of the Director of Education and the applicants shall be notified before March 30th.
- 31.05 With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.
- 31.06 If an agreement is renewed for a third consecutive year, the exchange shall become permanent.

ARTICLE 32 - VIOLENCE AGAINST TEACHERS

- 32.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Further acts of violence and/or abuse in the school are not acceptable. The parties will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.
- 32.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 32.03 If the discipline concern remains unresolved, the teacher(s) shall have the right, accompanied by the President of the Local, or designate if so desired, to address the issue with the Director of Education (or designate) and Director of Corporate Services (or designate).

ARTICLE 33 - EDUCATIONAL CHANGE,

- 33.01 Educational change refers to the introduction of methods, theories and practices which are intended to continually improve teachers professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.
- 33.02 Both parties recognize that continual improvement of educational process relies on the need to change and adjust, and both parties recognize the importance of dialogues not only at the initial but at subsequent stages as a way of preparing for and encouraging change and adjustment.
- 33.03 Either party may convene a meeting of the Management-Teacher Committee to discuss significant impending changes referred to in Article 33.01. Such discussions shall include consideration of the impact on teaching staff, the re-training needs and the in-service needs of teachers.

- 33.04 Without restricting the generality of the foregoing, where any proposed change of an educational process, including new programs or teaching methodologies, is expected to have a material impact on a teacher's classroom responsibilities, the Board shall discuss such change with the Union before implementation, in accordance with Article 33.03.
- 33.05 The parties specifically acknowledge that inclusion of students with special needs within the regular classroom can have a material impact on a teacher's classroom responsibilities. Accordingly, except where circumstances do not reasonably permit, the Board agrees to consult with and support the classroom teacher in advance of the placement of a student with special needs in the regular classroom. Nothing in this Article 33.05 shall be construed to impose upon the Board any additional financial or resource obligation.

ARTICLE 34 - SUBSTITUTE TEACHERS

- 34.01 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.
- 34.02 For the purposes of Article 34.01, "not operationally required" shall include the following:
- (a) days on which a teacher does not instruct or supervise students such as in-service days, examination days, graduation day and grading and classifying days;
 - (b) instances where the absence of the teacher occurs unexpectedly during the school day or when the teacher is absent for less than one (1) full day and administrative personnel are available to assume the duties of the absent teacher;
 - (c) instances where the absence of the teacher occurs for reasons relating to extra-curricular school activities and where student groupings can be reorganized to accommodate the teacher's absence; or
 - (d) Instances where a reasonable number of students can be conveniently grouped for appropriate instruction.
- 34.03 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation of the Board in Article 34.01 shall be deemed to have been satisfied.
- 34.04 Substitute teachers who substitute for itinerant teachers shall be eligible to receive travel allowance on the same terms as itinerant teachers.

ARTICLE 35 - TEACHER IN CHARGE

- 35.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 35.02 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article.
- 35.03 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergency matters as they may arise, with required assistance from the Board office.
- 35.04 Where absences of administrative personnel continue for more than five (5) consecutive days, the Teacher(s) in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
- 35.05 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.
- 35.06 Where the appointment of a Teacher in Charge is less than one (1) day a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.

ARTICLE 36 - OCCUPATIONAL HEALTH & SAFETY

- 36.01 The Board, the Union and the teachers agree to co-operate in the prevention of accidents and the promotion of health and safety. All parties agreed to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act* and its Regulations.
- 36.02 (a) The Board shall provide substitute teachers, where necessary, to replace Occupational Health and Safety Committee members who are receiving training as part of their duties as members of the Occupational Health and Safety Committee.
- (b) Training programs pursuant to Article 36.02(a) must be approved by the Director of Corporate Services or designate.

ARTICLE 37 - ADDITIONAL INSTRUCTIONAL SERVICES

- 37.01 (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 (for information purposes only) and such other materials as the teacher may ordinarily prepare for the student's class.
- (b) Teachers shall not be expected to prepare additional materials or to release tests and examination materials prior to their release to the class. Reasonable notice shall be given for any such request.

ARTICLE 38 - COLLECTION OF MONEY

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

ARTICLE 39 - RETIREMENT SEMINARS

- 39.01 Teachers within five (5) years of retirement shall, upon request, be given two (2) days of leave of absence, without loss of salary, for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired to replace such teachers.

ARTICLE 40 - PRINTING OF AGREEMENT

- 40.01 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.
- 40.02 The cost of the printing shall be equally shared between the Union and the Board.
- 40.03 The Union shall be responsible for the distribution of the Agreement to its members.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Yarmouth, Nova Scotia this 16th day of April 2003.

**TRI-COUNTY DISTRICT
SCHOOL BOARD**

**NOVA SCOTIA TEACHERS
UNION**

Nancy Whittaker
Chairperson, Tri-County District
School Board

Brian Forbes
President, NSTU

Phillip Landry
Director of Education, Tri County
District School Board

Bobbi Archer
President Digby Local, NSTU

Wayne J. Mullins
President Shelburne County
Local, NSTU

Wallace Fiander
President Yarmouth Local,
NSTU

Donna C. Tidd
Witness

Bill Berryman
Witness

APPENDIX "A"

SOUTHWEST REGIONAL SCHOOL BOARD

Director of Corporate Services

46 Parade Street

Yarmouth, Nova Scotia

B5A 3A9

Telephone (902) 742-9266

Fax: (902) 749-5818

REQUEST FOR MEDICAL INFORMATION

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURNED TO THE SOUTHWEST REGIONAL SCHOOL BOARD, YARMOUTH, BY _____ 20 _____

(A) PHYSICIAN'S SECTION

TO THE PHYSICIAN:

Your patient is a teacher with the Tri-County District School Board. The teacher has been absent from work due to illness since _____. 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. Any fee applicable to you for completing this form should be billed directly to the Southwest Regional School Board.

(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? If so, please specify.

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 the Southwest 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

cc: Director of Education, Tri-County District School Board

APPENDIX "B"

TRI-COUNTY DISTRICT SCHOOLBOARD - HIRING OF STAFF POLICY

.1 (Para. #1 in the Policy) - The Director of Education shall ensure a job description, which accurately describes the duties and responsibilities of the position, exists for each position within the school system, and that such a job description is developed for each new position as it is created.

.2 (Para. #2 in the Policy) - The Director of Education shall ensure that a set of selection criteria is established, which clearly states the qualities, characteristics, knowledge, skills, abilities, and education or training required for successful performance, for use in each hiring decision.

The Director of Education shall ensure all job descriptions and selection criteria specify any bona fide occupational requirements of a position, if those requirements would restrict consideration of candidates.

In accordance with Policy 801.1, Hiring of Principals, and appropriate collective agreements, the Director of Education shall ensure school advisory councils have input in the selection of school principals.

.3 (Para. #4 in the Policy) - The Director of Education shall develop, or cause to be provided, training programs in skills and requirements for interviewing and in systematic approaches to decision making, to be provided for all individuals who will serve in positions of employee selection.

The Director of Education shall ensure the training given to participants in the hiring process includes an understanding which ensures information relating to candidates which is required during the hiring process, is held in strict confidence and is shared only with Board Members and appropriate members of the Leadership Team.

The Director of Education shall review Hiring Selection Forms (Form HR 10-1) to ensure the selection process reflects the requirements of training programs identified in the first paragraph of #3 of this Appendix.

.4 (Para. #7 in the Policy) - The Director of Education shall authorize all advertising for new positions and for all vacancies.

All applicants will have their qualifications assessed against previously established job-related selection criteria;

All applicants requesting it shall be provided with a description of the work to be performed and a statement of qualifications relating to the position;

All interviewing teams shall be composed of persons who have no personal bias for or against any candidate; for this reason, participants in a hiring process shall disqualify themselves if they have such a bias for any candidate;

All candidates in a particular competition shall be asked the same questions, subject to possible clarifying or elaborating questions on the same topic, with responses analysed comparatively as part of the selection process;

The confidentiality of all application documents is maintained;

Standard reference check forms are utilized and that references are checked and documented for all new hires and for promotions ensuring that the supervisor of that last place of employment is checked before hiring. The Board may contact references other than those provided by the applicant.

- .5 (Para. #10 in the Policy) - The Director of Education shall present the names of successful candidates for approval at a meeting of the Governance Committee.

The Director of Schools shall ensure that no discussion takes place at a public meeting of the Board, or at a school meeting, that may divulge any personal matter concerning the decision to hire, or not hire, any individual.

The final decision in any and all hiring on promotions shall be the Board at a regular public meeting. The Board, by motion, may delegate this authority.

- .6 (Para. #11 in the Policy)
- (a) The highest ranking administrator on an interview team who has responsibility for the position being interviewed, shall assume the responsibility as Chair of the team.
 - (b) The Chairperson shall ensure all members of an interview team have an equal voice in the selection process.

- (c) After a recommendation for hiring has been reached by the interview team, the Chairperson shall forward Form HR10-3 (Hiring Selection Criteria Form) and Form HR (Recommendation for Appointment Form), and all documentation from the selection process, to the Director of Education.
- (d) Documentation from each selection process shall be returned to the Director of Corporate Services where the files shall be retained for a period of six years.