



# COLLECTIVE AGREEMENT

between

**HALIFAX REGIONAL CENTRE  
FOR EDUCATION**

and

**NOVA SCOTIA TEACHERS UNION**

August 1, 2023 – July 31, 2027



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**THIS AGREEMENT** made in Duplicate this 1<sup>st</sup> day of April, A.D., 2019

**BETWEEN**

**The Halifax Regional Centre for Education**, of the Province of Nova Scotia, hereinafter called the “Regional Centre”

**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**

**WHEREAS** this Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors.

**AND WHEREAS** witnessed that the parties hereto in consideration of the mutual covenants herein set out and for other good and value consideration between the said parties have agreed with each other as follows:

## **ARTICLE 1      TERM OF AGREEMENT**

1.01      This Agreement shall commence on August 1, 2023 and shall remain in full force and effect until July 31, 2027 or until a new agreement is reached in accordance with the *Teachers Collective Bargaining Act*.

## **ARTICLE 2      RECOGNITION**

2.01      The Regional Centre acknowledges and recognizes the Nova Scotia Teachers Union to be the exclusive bargaining agent for teachers employed by the Regional Centre.

## **ARTICLE 3      SICK LEAVE**

3.01      (a)      Teachers shall be entitled to twenty (20) days sick leave with full pay, during each year.

(b)      Sick leave may be claimed by the teacher for purposes of obtaining medical, optical and/or dental treatment that cannot be made outside of school hours.

3.02      Teachers may be required to present a medical certificate in the Form attached, if the illness is more than five (5) consecutive days, or if there is a pattern of illness. Teachers who do not return the Form with complete information by the deadline provided may have their sick leave inactivated until such time as the form is satisfactorily completed, after a review of the individual circumstances.

3.03      Every teacher shall accumulate one hundred percent (100%) of the teacher's unused sick leave to a maximum of one hundred ninety-five (195) days in addition to the days granted pursuant to Article 3.01.

3.04      Cumulative sick leave days shall not begin to be used until the current year's regular sick leave has been expended, pursuant to Article 3.01.

3.05      It shall be the responsibility of the Regional Centre to maintain a record of days credited to each teacher and the days used by each teacher.

3.06      The Regional Centre shall inform each teacher in its employ on the teacher's direct deposit statement the number of sick days credited to the teacher.

3.07      When any teacher employed by the Regional Centre is unable to commence teaching in September because of illness or accident, the Regional Centre shall pay that teacher according to sick leave including accumulated days.

- 3.08 The Regional Centre shall credit each teacher with accumulated sick leave as credited with the immediate preceding employing School Board, Community College or APSEA in Nova Scotia to the maximum of one hundred 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 Regional Centre.
- 3.09 In the event that Article 27 in the Teachers' Provincial Agreement, Pregnancy Leave, Parental Leave and Adoption Leave becomes null and void, a female teacher shall be permitted to use up to fifty (50) sick days during each leave for pregnancy.
- 3.10 During the period of cumulative sick leave, teachers shall receive in full, their regular salary payable by the Regional Centre.
- 3.11 Teachers who are employed pursuant to Section 4, Halifax, of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union:
- (i) shall not continue to accumulate sick leave days under Article 11, Sick Leave, of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;
  - (ii) shall retain all of their sick leave days accumulated pursuant to Article 11, Sick Leave of Section 4 of the Protocol Agreement between the Halifax Regional School Board and the Nova Scotia Teachers Union effective August 1, 1998;
  - (iii) notwithstanding Article 3.11 (ii) shall begin to accumulate further sick leave days to a maximum of one hundred ninety-five (195) days as outlined in Article 3.01 and Article 3.03;
  - (iv) shall use the twenty (20) credited sick leave days pursuant to Article 3.01 prior to using the accumulative sick days. Teachers shall use the accumulative sick leave in Article 3.11 (iii) prior to using accumulated sick leave days in Article 3.11 (ii).

## **ARTICLE 4 BEREAVEMENT/SPECIAL LEAVES**

### **Bereavement Leave**

- 4.01 Teachers shall be entitled to temporary Leave of Absence for a maximum of five (5) days with pay for each death, in the teacher's immediate family or the immediate family of the teacher's spouse, or other legal dependents. "Immediate family" shall include grandparents, parents, husband or wife,

brothers, sisters, children, grandchildren, co-habiting partner in a recognized relationship and common-law spouse. The Regional Centre may grant up to two (2) additional days for travel.

Where the interment or memorial service is scheduled on a date not adjacent to the approved leave pursuant to Article 4.01, one (1) day from the total approved leave days in Article 4.01 may be taken on the date of the interment or memorial service.

- 4.02 Teachers shall be entitled to special leave of one (1) day with pay for the purpose of attending either the funeral or burial service provided such service falls on a teaching day necessitated by the death of the teacher's aunt, uncle, niece or nephew. The Regional Centre may grant up to two (2) additional days for travel.
- 4.03 For the purpose of Article 4.01 and Article 4.02 "teachers" shall include substitute teachers who have been classified as a "regular teacher" pursuant to Article 32 Substitute Teachers, of the Teachers' Provincial Agreement.
- 4.04 In cases where there is a death of a member of the school staff or a member of the student body, teachers may be permitted to attend the funeral service in consultation with Human Resources Staff. The principal will maintain the secure operation of the school.

### **Special Leaves**

- 4.05 Teachers shall be entitled to temporary Leave of Absence for a maximum of ten (10) days with pay in each school year for serious illness in the teacher's immediate family or the teacher's spouse as defined in Article 4.01. The Regional Centre may grant two (2) additional days for travel.
- 4.06 Upon approval from the principal/supervisor (or designate), teachers shall be entitled to use up to a maximum of three (3) days each year from the teacher's Serious Illness Leave in Article 4.05 to attend to a member of the teacher's immediate family who is ill and the teacher is required to provide them with personal care. Such approval shall not be unreasonably denied. For the purpose of this article, immediate family is defined as mother, father, children, and an individual for whom the teacher is a legal guardian. For greater clarity, these three (3) days will be deducted from the maximum ten (10) days contained in Article 4.05.
- 4.07 Teachers shall be entitled to temporary Leave of Absence with full pay for a maximum of three (3) days in any school year for urgent or imperative responsibilities. Responsibilities shall be defined as a victim of fire or flood or other natural disaster, to attend the citizenship ceremony of the teacher,



to attend the deployment of the teacher's spouse or common law partner or such others as may be approved by the Regional Executive Director or designate. The leave shall be for the purpose of addressing the urgent or imperative matter. The teacher responsible shall return to work once the matter is under control.

- 4.08 The Regional Centre shall, upon application, grant up to three (3) days leave with pay, or other accommodation for practicing adherents of established Religious Faiths to participate in major Holy Days of their religion.
- 4.09 A teacher shall be entitled to special leave to a maximum of ten (10) days with pay to be a living donor. This leave would allow a teacher the time required for testing, counseling, consultation, extraction and recovery.

## **ARTICLE 5 LEAVE OF ABSENCE**

- 5.01 (i) The Regional Centre shall grant a one (1) school year unpaid Leave of Absence to a teacher on a permanent contract who applies for such leave. Upon completion of the Leave of Absence the teacher's status within the school remains the same as if the Leave of Absence had not occurred; however, it should be understood that nothing in the application of the Leave of Absence will affect the status of a teacher in the school should it become necessary to apply Article 11 – Seniority and Reduction or Article 10 – Staffing.
- (ii) The Regional Centre may grant an additional one (1) school year unpaid Leave of Absence to a teacher granted a Leave of Absence pursuant to Article 5.01, and who has applied for a second such leave. Teachers shall provide written reasons for the request. Upon approval of the second year Leave of Absence, the teacher's status will be surplus and the teacher's position will become a permanent vacancy and will be posted in accordance with Article 10.01. The teacher shall apply for positions pursuant to Articles 10.10 and 10.11 for the year of their scheduled return.
- 5.02 (i) Applications for Leave of Absence shall be submitted to the Director of Human Resource Services or designate on or before April 1 of the school year prior to the one in which leave is desired.
- (ii) Applications for a Leave of Absence submitted after April 1 may be granted by the Regional Centre.

- 5.03 A teacher on Leave of Absence shall inform the Regional Centre on or before April 1 prior to the next school year, of the teacher's intention of returning to the system, or the teacher's position will become a permanent vacancy and will be posted in accordance with Article 10.01 be placed in a position by the Regional Centre. The teacher will be declared surplus and will only receive August payment(s) if the teacher has confirmed the teacher's return. A teacher who fails to confirm the teacher's return, before the meeting pursuant to Article 10.11 shall be placed in a position by the Regional Centre.
- 5.04 All benefits earned by a teacher up to the commencement of the Leave of Absence shall be held for the teacher while the teacher is on Leave of Absence but no usage or further accumulation of benefits shall be permitted until the teacher resumes teaching for the Regional Centre. For greater clarity, a Leave of Absence shall have no effect on a teacher's seniority.
- 5.05 An unpaid Leave of Absence of less than one (1) year may be granted at the discretion of the Regional Centre.
- 5.06 Applications for an unpaid Leave of Absence of less than one (1) year duration shall be delivered in writing to the Regional Centre not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances the Regional Centre may grant a leave with less than two (2) months' notice.
- 5.07 If a teacher is granted an unpaid leave pursuant to 5.05 that is greater than twenty (20) days and takes a Leave pursuant to 5.01(i) in the school year immediately following the partial year leave, they will not be eligible to apply for a leave pursuant to 5.01(ii) or a leave that is greater than twenty (20) days pursuant to 5.05 in the immediately following school year.

## **ARTICLE 6 DEMOTION**

- 6.01 A demotion is a Regional Centre initiated reduction in classification, pursuant to Article 44.01 of the Teachers' Provincial Agreement. No teacher shall be demoted without first being given the reasons in writing.
- 6.02 A demotion from a supervisory position to a teaching position or another supervisory position for reasons other than the termination of a program, redundancy, staff reduction or school closure, is grievable by the teacher affected.

## **ARTICLE 7      GENERAL PROVISIONS**

- 7.01      Teachers employed by the Regional Centre are employed as teachers in the school system under the jurisdiction of the Regional Centre and not as teachers of a particular class or school.
- 7.02      The Regional Centre shall exercise its 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 8      ADMINISTRATIVE APPOINTMENTS & PROMOTIONS**

- 8.01      An administrative position is as defined in Article 44.01 of the *Teachers' Provincial Agreement*.
- 8.02      (i)      The Regional Centre shall post all vacant and one (1) year acting administrative positions on the Regional Centre's web site for at least three (3) working days prior to the closing date of application.
- (ii)      All permanent teachers are eligible to apply for positions pursuant to Article 8.02 (i).
- (iii)      The Regional Centre shall fill the administrative position(s) posted pursuant to Article 8.02 (i) and post the name of the successful applicant on the Regional Centre's web site within twenty (20) days of the close of the posting.
- 8.03      (i)      In selecting the most suitable applicant for each position posted in Article 8.02 (i), qualifications, quality of service and demonstrated leadership experience shall be the determining considerations.
- (ii)      The Regional Centre shall establish a committee of at least three (3) members who shall select the successful applicant pursuant to Article 8.03 (i).
- 8.04      Applicants who apply for positions pursuant to Article 8.02 and are unsuccessful shall receive a debriefing upon request with the Principal/ Director of the relevant department or designate.
- 8.05      An acting position shall mean a position that results directly from the temporary absence from that position of the permanent incumbent.

- 8.06 Acting positions which are known to be for a period of less than one (1) school year and permanent or acting Department Head positions where only the Department Head component of the assignment is vacant need not be advertised but will be filled by the Regional Centre.
- 8.07 The Regional Centre shall not fill a vacant position or one (1) year only position with an external applicant unless no presently employed teacher who has applied for the position meets all the criteria specified by the Regional Centre for the position including criteria with respect to qualifications and teaching experience.

## **ARTICLE 9 INTERNAL TEACHER EXCHANGE**

- 9.01 An Internal Teacher Exchange Plan as agreed by the Regional Centre and the Union shall be implemented. The Regional Centre and the Union shall be individually responsible for advising the teachers of the details of the Plan. The Plan shall not be amended except by mutual agreement of the Regional Centre and the Union.

### **Procedures**

1. Interested teachers are to apply in writing to Human Resource Services on or before February 15.
2. Applications must be submitted on the Internal Teacher Exchange Application form provided by the Human Resources Department. A teacher is responsible for securing a co-applicant for the exchange. The proposed exchange must be endorsed by Principals and where applicable, the Administrative staff concerned.
3. It is understood that all applicants must be qualified to undertake the position proposed in the exchange.
4. Final approval of all proposed exchanges will be made by the Director of Human Resource Services. Where possible, such approval will be made prior to March 31. Such approval shall not be unreasonably withheld.
5. Internal teacher exchanges shall be for a period of one (1) year's duration, with negotiation of an extension prior to February 15 of the exchange year.
6. Upon completion of the year of exchange, the teacher's status within the school remains the same as if the exchange had not occurred. It should also be understood that nothing in the application of this Plan will affect the

status of a teacher in the teacher's original school or department should it become necessary to apply Article 10 – Staffing or Article 11 – Seniority and Reduction.

7. Teachers may apply to make the exchange permanent on or before February 15 of the second consecutive year or any subsequent year.

## **ARTICLE 10 STAFFING**

### **Postings**

- 10.01 (i) (a) The Regional Centre shall post a minimum of two (2) rounds of postings. Each round shall include all vacant positions of which the Regional Centre is aware. All rounds of postings shall occur after schools have received their staffing allocations and after the notices of assignment have been given to permanent and probationary teachers pursuant to Article 10.05. All positions posted in one round must be filled and the successful applicants' names posted prior to the commencement of the following round. Where a position remains unfilled the reason will be posted on the website prior the commencement of the following round.
- (b) Notwithstanding 10.01 (i) (a), in the event that the Regional Centre is unable to issue Notices of Assignment by May 10<sup>th</sup> in any school year, the Regional Centre shall post a minimum of two (2) rounds of postings where at least one (1) round of posting occurs after schools have received their staffing allocations and after the notices of assignment have been given to permanent and probationary teachers pursuant to Article 10.05. Each round shall include all vacant positions of which the Regional Centre is aware. All positions posted in one (1) round must be filled and the successful applicants' names posted prior to the commencement of the following round. Where a position remains unfilled the reason will be posted on the website prior to the commencement of the following round.
- (c) The Regional Centre shall provide notice to the Union of the implementation of Article 10.01 (i) (a) or (b) by May 1 in each year. Such notice shall include the reasons for implementation.

- (ii) Vacant positions shall be posted for three (3) working days and shall be open for application from permanent and probationary teachers only. Only the information provided at the time of application will be considered.
- (iii) Permanent and probationary teachers shall apply for a posted position via the Regional Centre's on-line application process. The Regional Centre may meet with any number of applicants to review competence and qualifications for a position before offering a position to the teacher. Where the Regional Centre determines that more than one (1) candidate is competent and qualified by training and/or experience relevant to the position, the position shall be offered to the applicant with the greater seniority.
- (iv) A successful applicant in one (1) round of postings shall have the opportunity to apply for positions which become available in subsequent rounds.
- (v) A vacancy pursuant to Article 10.01 (i) shall be defined as:
  - (a) a position which becomes available as a result of retirement, resignation, dismissal for just cause, death, a newly created position in combination with any internal reallocation of teachers within the school;
  - (b) positions which become available as a result of filling positions described in Article 10.01 (v) (a) and in Article 10.04 (i) and (iii).
- (vi) Vacancies as defined in Article 10.01 (v) (a) that were not posted on the last round of postings pursuant to Article 10.01 (i) shall be filled as one (1) year only positions for the ensuing school year and shall be posted on the first round of postings the next school year.
- (vii) If the position awarded pursuant to Article 10.01 ceases to exist as a result of school reduction pursuant to Article 10.06, or the teaching assignment is substantively changed, the teacher has the right to return to the teacher's original position or to a mutually agreeable position.
- (viii) Where the posted qualifications for a position are altered because the position requirements have substantially changed, the position shall be re-posted.
- (ix) The name and the position of the successful applicant for all posted positions shall be posted on the Regional Centre's website within ten (10) days of filling the position.

### **Early Hire Teachers**

- 10.02 (i) For the purposes of this article, a teacher hired prior to the commencement of staffing for the ensuing school year is an early hire. An early hire hired by way of a probationary contract may apply for positions posted pursuant to Article 10.01.
- (ii) Term teachers identified in Article 10.14 and who have been granted a probationary contract for the ensuing school year may apply for positions posted pursuant to Article 10.01.
- (iii) (a) The Regional Centre shall provide to the Management/Teacher Committee at its April meeting a list of the names of early hires, the contract status and the program area to which hired.
- (b) The Regional Centre shall provide to the Management/Teacher Committee at its April meeting a list of term contract teachers identified in Article 10.14 who have been granted a probationary contract for the ensuing school year.
- (c) The Regional Centre shall provide to the Union within seven (7) days the information identified in Article 10.02 (iii) (a) and (b) for any early hires hired or term teachers granted a probationary contract that occurs between the April meeting of the Management/Teacher Committee and the commencement of staffing for the ensuing school year.
- (iv) An early hire or term teacher granted a probationary or permanent contract for a specific program area shall be required to remain in that program area for five (5) consecutive years commencing on the date the contract becomes effective. A Leave of Absence granted pursuant to Article 5.01 (i) and/or Article 5.01 (ii) shall not reduce the five (5) year commitment to the program area.
- (v) (a) If the provisions of Article 10.02 (iv) would result in the termination of the teacher pursuant to Article 20.05 (ii) (b) Tenure of the Teachers' Provincial Agreement the teacher may be placed in another program area in accordance with the procedures set out in Article 10.11 of this Agreement.
- (b) The Union shall be consulted prior to the placement of a teacher into another program area under Article 10.02 (v) (a).

- 10.03 The Regional Centre and the Union agree that the provisions of this Article 10 do not override the job security provisions of Article 21 of the Teachers' Provincial Agreement. This Article 10 provides a procedure for staffing for the ensuing school year, including the right of early hires to access vacant positions. Article 21 provides job security in certain instances where early hiring has taken place. The provisions of this Article 10 and Article 21 of the Teachers' Provincial Agreement are meant to be complementary and not conflicting.
- 10.04 (i) The Regional Centre may fill up to thirty-eight (38) vacant positions each year in order to:
- (a) address the requirements of high needs schools, defined as schools serving a student population where a predominant number of families are at the lower end of the socio-economic scale, as determined by the level of income below the poverty level, and the unemployment rate;
  - (b) fill positions in historically hard to staff schools, defined as schools that experience a significant turnover of staff as a result of permanent and probationary teachers leaving the school through the posting process. As a minimum, a significant turnover of staff would be more than a twenty-five percent (25%) turnover of staff for at least two (2) years consecutively; however, the parties may agree to include small schools with less than a twenty-five percent (25%) turnover rate;
  - (c) fill positions in rural schools, defined as schools belonging to the Marine Drive, Eastern Shore Consolidated, and Musquodoboit Rural High Families of Schools;
  - (d) provide appropriate diversity to a school for groups identified as including, but not limited to, African Nova Scotians or persons of African ancestry, members of other racially visible groups, Mi'kmaq/Indigenous ancestry, persons with disabilities, women in non-traditional roles, and persons belonging to sexual orientation, gender expression and/or gender identity groups.



- (ii) Prior to posting positions designated pursuant to Article 10.04 (i), the Regional Centre shall provide a list of said postings to the Union two (2) working days in advance. Upon request, the Regional Centre shall provide the Union the information to support the designation of a school or position in Article 10.04 (i).
- (iii) The Regional Centre shall fill the positions identified in Article 10.04 (i) during the rounds of permanent postings on a voluntary basis from teachers who are employed by way of a permanent or probationary contract and from teachers who have received a probationary contract effective for the upcoming school year. The Regional Centre is not required to consider seniority when filling positions pursuant to article 10.04 (i).
- (iv) If a position pursuant to article 10.04 (i) is not filled by a permanent or probationary teacher or a teacher who has received a probationary contract effective for the upcoming school year, that position may be offered as a one hundred percent (100%) term position for the upcoming school year to a term teacher with a minimum 50% contract currently assigned to that school, to a maximum of thirty-eight (38) term teachers per school year, provided that no permanent or probationary teacher shall be without a position for the upcoming school year.
- (v) Permanent and Probationary teachers shall be assigned to positions pursuant to Article 10.04 (i) and (iii) for a minimum of three (3) years subject to the provisions of Article 10.06. The assignment may be made permanent by mutual agreement of the teacher and the Regional Centre. The Union shall be informed by June 30 of each school year of the above permanent assignments.
- (vi) Notwithstanding Article 10.04 (v), for extraordinary reasons, a teacher may request to be relieved of the three (3) year commitment to the school. The teacher shall have the right to meet with the Director of Human Resource Services or designate in order to present the teacher's request and to have a Union representative present at the meeting. The decision of the Director of Human Resource Services or designate is final, binding and not grievable. Once a teacher is relieved of the three (3) year commitment to the school the teacher is surplus pursuant to Articles 10.10 and 10.11.
- (vii) Within seven (7) days of the conclusion of filling positions pursuant to Article 10.04 (i), the Regional Centre shall provide to the Union a list of designated positions, the criteria used to designate each position and the names of teachers assigned said positions.

- (viii) At the end of the assignment pursuant to Article 10.04 (v) teachers shall have a right to apply for vacancies and shall be deemed to be surplus teachers for the purposes of Article 10.06, unless the assignment is made permanent pursuant to Article 10.04 (v).
- (ix) Positions designated by the Regional Centre pursuant to Article 10.04 (i) and not filled pursuant to Article 10.04 (iii) and (v) shall be placed on a posting round pursuant to Article 10.01 (i). If the rounds of posting have ended in that school year the position(s) shall be forwarded to the meeting pursuant to Article 10.11 and filled as a one (1) year only position(s).
- (x) A Leave of Absence granted pursuant to Article 5.01 (i) shall not reduce the three (3) year commitment to the school pursuant to Article 10.04 (v). Teachers filling positions pursuant to this Article 10.04 shall not be eligible for a Leave of Absence pursuant to Article 5.01 (ii).

### **Notice of Assignment**

- 10.05 (i) Permanent and probationary teachers shall be notified of the school(s), grade level(s) and course(s) to be taught and, where feasible, the section(s) and/or the percentages to be taught for the ensuing year before the commencement of the rounds of permanent postings. Notices of Assignment shall not be determined in a manner that is unreasonable, discriminatory or in bad faith.
- (ii) When any Notice of Assignment resulting in a major change in assignment is given to a teacher, the teacher will be provided with the reason(s) for the change, in writing, upon request by the teacher.
- (iii) Nothing herein shall prevent the Principal from making necessary changes to a teacher's assignment at any time after the notice of assignment has been issued. The Principal shall provide a written explanation of such change if requested.

### **Surplus Teachers**

- 10.06 (i) Where staff reduction becomes necessary within a school, such reduction shall be accomplished as follows:
- (a) First, a probationary teacher(s) with the least seniority shall be declared surplus to the school.
  - (b) Secondly, a permanent teacher(s) with the least seniority shall be declared surplus to the school.

- (ii) Notwithstanding Article 10.06 (i), a teacher with greater seniority may request to be declared surplus to the school provided this request prevents a teacher in Article 10.06 (i) from being declared surplus to the school.
- 10.07 All permanent and probationary teachers in one-year positions shall automatically be declared surplus to that position in the following year.
- 10.08 If a Principal, Vice Principal or department head would be subject to being declared surplus pursuant to Article 10.06, then the staff member, other than the Principal, Vice Principal or department head, with the least seniority shall be declared surplus.
- 10.09 Notwithstanding Article 10.06, the Regional Centre may determine that a program taught by the teacher with the least seniority is essential to that school's overall program(s).
  - (i) The school Principal in consultation with Human Resource Services shall endeavor to fill the declared essential program(s) within the existing staff of the affected school;
  - (ii) If in the judgment of the Regional Centre the quality of the declared essential program(s) cannot be maintained through a rearrangement of staff in the school, then the next junior teacher in the school shall be declared surplus.
- 10.10 Teachers declared surplus shall be eligible to apply for any available posted positions.
- 10.11
  - (i)
    - (a) A meeting shall be held with all permanent and probationary teachers declared surplus and without a position for the following school year and early hires pursuant to Article 10.02 (i) and term teachers pursuant to Article 10.02 (ii) who do not have a position. A list of all vacancies and one (1) year positions will be made available. All permanent and probationary teachers declared surplus and without a position for the following school year must accept a permanent vacancy for which they are qualified if they accepted a one year only position in each of the two previous school years, provided the permanent vacancy is not more than fifty (50) kilometers one way from the teacher's current residence. Vacant positions shall include positions that were available on the last posting round and were not filled by a permanent or probationary teacher and vacancies resulting from permanent and probationary teachers selecting vacancies on the last posting

list. These positions will be offered by the Regional Centre as permanent positions to teachers who do not have a position in order of seniority subject to qualifications and experience.

- (b) Notwithstanding 10.11 (i) (a), the Regional Centre and the Union may agree, in exceptional circumstances, to waive the requirement for a teacher to accept a permanent vacancy.
- (ii) After the meeting held in Article 10.11 (i), vacancies and one (1) year only positions which become available prior to September 1 may be offered to teachers identified in Article 10.11 (i) or early hires where appropriate as one (1) year only positions.
- (iii) The placement of early hires and term teachers in Article 10.11, (i) and (ii) shall be governed by provisions set out in Article 10.02 (iv), (v) and 10.03.
- (iv) For any term vacancies after the meeting in Article 10.11, preference in hiring may be given to term teachers defined in Article 10.14 (a) (vi) who worked at the school in the current school year, without posting. Where more than one term teacher who worked in the school in the current school year expresses interest in the position, the position will be awarded based on an assessment of qualifications and competencies.

### **School Construction / Realignment Reconfiguration**

- 10.12 (a) When the Centre deems it necessary to close all of a school or reconfigure a school and transfer students to another school, notification shall be given to the Union as soon as possible.

The following process will take place only after teachers from the affected schools receive their notice of assignment.

- (b) Where there is a school(s) closure(s) and the entire student population is going to one (1) or more receiving schools, the following applies:
  - (i) Where there is no permanent vacancy in the receiving school(s), the teacher(s) of the sending school(s) shall be declared surplus in accordance with Article 10.06 and placed in accordance with Article 10.
  - (ii) Where there is a permanent teaching vacancy in the receiving school(s), teachers in the sending school(s) must rank, in order of preference, all those vacancies for which they are qualified and will be placed in order of seniority. The

teacher(s) of the sending school(s) without a position at the conclusion of placements shall be declared surplus in accordance with Article 10.06 and placed in accordance with Article 10.

(c) Where there is a reconfiguration that results in some of the student population of the sending school(s) being dispersed to more than one (1) receiving school(s), the following applies:

(i) The sending schools(s) must identify those teachers without a permanent position in accordance with Article 10.06 and the following applies.

(a) Where there is no permanent teaching vacancy in the receiving school(s), those teachers identified in (i) remain at the sending school(s) and shall be declared surplus in accordance with Article 10.06 and placed in accordance with Article 10.

(b) Where there is a permanent teaching vacancy in the receiving school(s), teachers identified in (i) must rank, in order of preference, all those vacancies for which they are qualified and will be placed in order of seniority. Those teachers without a position at the conclusion of placements shall be declared surplus in accordance with Article 10.06 and placed in accordance with Article 10.

(d) Any permanent teaching position(s) remaining at the conclusion of this process will be filled in accordance with Article 10.

(e) The Union and the Regional Centre for Education may agree to vary this process in circumstances which require further consideration.

10.13 (a) In the event that in a particular school year a teacher is forced to leave a school pursuant to Article 10.06 and by October 15 of the immediately ensuing school year a comparable position is reinstated in that school, the teacher shall have the option of returning to that school in the same or mutually agreed upon position.

(b) Where a teacher is declared surplus pursuant to Article 10.06 and has not accepted a permanent position and a permanent vacancy for which they are qualified becomes available in that school prior to

the meeting pursuant to Article 10.11 (i), the teacher shall have the option of accepting the permanent vacancy and the position will not be posted.

### **Placement of Teachers**

10.14 (a) Following the meeting pursuant to Article 10.11, all vacancies and term positions which are or that become available shall be filled as one (1) year only positions by the Regional Centre in the order and manner below provided the teacher is qualified for the position.

However, if a term teacher pursuant to Article 10.14 (a) accepts a position that was available as a permanent vacancy in the final round of postings and at the meeting pursuant to Article 10.11, the Regional Centre may offer that term teacher a probationary contract, and the position shall be considered to be filled on a permanent basis provided the teaching assignment does not substantially change for the ensuing school year.

- (i) permanent and probationary teachers on the re-employment list pursuant to Article 11.05 (iii), Seniority and Reduction;
- (ii) teachers who have at least two (2) full time one hundred percent (100%) term contracts of one hundred seventy-five (175) days or more in consecutive years of service with the Regional Centre in the immediately preceding school years (“Term II” Teachers).

Teachers shall be offered positions in accordance with the list established pursuant to Article 11.01 (ii) Seniority and Reduction.

- (iii) term contract teachers (“Aggregate Term” Teachers):
  - (a) who have service in consecutive school years with the Regional Centre;
  - (b) whose total term contract service has been for a minimum of forty-eight (48) days in each of those consecutive school years, and
  - (c) whose aggregate of term contract service is at least three hundred and ninety (390) days taught and claimed.
  - (d) Notwithstanding 10.14 (a) (iii) (b), teachers who have achieved aggregate status need only a minimum of one term day in subsequent school years to maintain said status.

Teachers shall be offered positions in accordance with the list established pursuant to Article 11.01 (ii) Seniority and Reduction.

- (iv) Term contract teachers hired pursuant to the employment equity process in Article 10.18. Such teachers shall be ordered based on length of consecutive service with the Regional Centre, and thereafter based on professional number in reverse order.
- (v) Teachers pursuant to (a)(ii), (a)(iii), and (a)(iv) shall be offered positions subject to the following:
  - (a) If there are no one hundred percent (100%) positions for which the teacher is qualified and the teacher accepts a less than one hundred percent (100%) position (a “percentage position”), then the teacher has no further rights under Article 10.14.
  - (b) If there are no one hundred percent (100%) positions for which the teacher is qualified and the teacher does not accept a less than one hundred percent (100%) position (a “percentage position”), then the teacher maintains their priority based on their hire date for the purposes of placement pursuant to Article 10.14.
  - (c) If there is a one hundred percent (100%) position available for which the teacher is qualified and the teacher refuses such a position, then the teacher has no further rights under Article 10.14.
  - (d) Notwithstanding (c) above, the Employer may, due to the exceptional personal circumstances of the teacher, allow a teacher to reject a one hundred percent (100%) position for which they are qualified and still maintain their priority based on their hire date for further positions in accordance with Article 10.14. Any teacher who received such authorization must apply for further one hundred percent (100%) positions for which they are qualified that become available.
- (vi) (a) Until October 15, teachers who had a term contract in the previous year who do not meet the above criteria (“Term Contract” Teachers).

- (b) Until October 15 of the ensuing school year, substitute teachers who teach and claim one hundred seventy-five (175) days or more to take the place of the same regular teacher.
  - (vii) Early hires hired by way of a term contract.
  - (b) Term teachers and substitute teachers identified in Article 10.14 (a) (vi) shall require a positive written recommendation from the appropriate supervisor along with a satisfactory evaluation for the year in order to be placed on the term rehire list. The recommendation and evaluation shall be provided to the term or substitute teacher on or before seven (7) days from the end of the term contract or the last teaching day in June or period of employment for substitute teacher. Where no recommendation or evaluation is provided for a term teacher or substitute the teacher shall automatically be placed on the term rehire list for the ensuing school year. A term teacher or substitute teacher who is not recommended for placement on the rehire list and who receives an unsatisfactory evaluation may challenge the decision using the grievance process.
  - (c) For the purposes of Article 10.14, where a teacher has two (2) or more one hundred percent (100%) term contracts in the same academic school year with the Regional Centre and where the aggregate service is a minimum of one hundred seventy-five (175) days and where the teacher has satisfactory evaluations, the teacher shall be deemed to have accumulated one (1) full time term service with the Regional Centre for the purposes of calculating the requirements under Article 10.14 (ii).
- 10.15
- (i)
    - (a) The Management/Teacher Committee at its April meeting shall determine if an early hire was hired by the Regional Centre for the ensuing school year.
    - (b) The Regional Centre will determine if the teacher(s) identified in Article 10.14 (vi) (a) would have been qualified to fill the position for which the early hire was placed and shall provide a report to the Management/ Teacher Committee at its September and November meeting.
  - (ii) If the teacher(s) identified in Article 10.14 (a) is qualified, the Regional Centre will:



- (a) place the term teacher in an appropriate term position of not less than the teaching percentage of the early hire;
- (b) if more than one (1) term teacher is qualified for the position the term teacher with the most days taught and claimed in consecutive years of term service with the Regional Centre shall be placed in accordance with (a). If two (2) or more term teachers have the same number of days taught and claimed in consecutive years of service with the Regional Centre, then the teacher with the lowest professional number shall be placed in accordance with (a).

10.16 A representative of Human Resource Services shall meet with the Management/Teacher Committee to review the posting process and placement of surplus teachers, term teachers and substitute teachers.

10.17 Subject to Articles 10.02 and 10.03, and 10.14 (a) in the event the Regional Centre determines it will offer probationary contracts, contracts shall be issued in order of hire date pursuant to Article 11, Seniority and Reduction, in the following order, provided the teacher is qualified for the positions available and receives a positive recommendation:

- (i) Term II Teachers
- (ii) Aggregate Term Teachers

A teacher for whom a recommendation has not been received shall automatically be placed on the term rehire list for the ensuing school year.

### **Employment Equity**

- 10.18 (i) This article applies to groups identified as including, but not limited to, African Nova Scotians or persons of African ancestry, members of other racially visible groups, Mi'kmaq/Indigenous ancestry, persons with disabilities, women in non-traditional roles, and persons belonging to sexual orientation, gender expression and/or gender identity groups.
- (ii) The Regional Centre may hire up to sixteen (16) persons described in Article 10.18 (i) annually. Such persons shall be placed pursuant to Article 10.14, with the exception that a maximum of eight (8) persons hired pursuant to this article may be hired by way of a probationary contract and may apply for positions posted pursuant to Article 10.01.
- (iii) The Union shall be informed of the names of any such persons hired to date at the April meeting of the Management/Teacher Committee and shall be informed of the placement of those persons placed pursuant to

Article 10.14 at the September meeting of the Management/Teacher Committee. The Employer will provide the Union with the names of any such persons hired after the April meeting within two (2) working days of hire.

### **Circuit Teachers**

- 10.19 (i) Teachers who are assigned to more than one (1) school on a regular basis will be designated as “circuit teachers”;
- (ii) Circuit teachers shall be assigned to a base school which for the purposes of Article 10 – Staffing shall be their school.

### **Regional Centre Initiated Transfers**

10.20 A Regional Centre Initiated Transfer can occur throughout the school year.

10.21 Transfers initiated by the Regional Centre shall not be made arbitrarily, unreasonably, or unfairly. Prior to initiating Regional Centre Initiated Transfers, the Regional Centre shall provide the Union the name of the teacher, the position transferred to, the position transferred from and the reasons for the transfer. The Union shall have two (2) working days after receipt of the notice to forward comments to the Regional Centre.

10.22 Regional Centre Initiated Transfer may be made:

- (a) where there are exceptional personnel issues related to staff, students or the community;
- (b) to provide for professional development opportunities with the consent of the teacher;
- (c) for operational reasons related to a school’s changing enrolment occurring outside the regular staffing process;
- (d) to address extraordinary circumstances where there is a demonstrated need for program expertise at a school.

10.23 The Regional Centre may initiate transfers of teachers from one (1) school to another only after discussing such transfer with the teacher. If the Regional Centre transfers a teacher after such discussion, it will give in writing, reasons for the transfer if requested by the teacher.

10.24 (i) Transfers initiated by the Regional Centre shall not result in a teacher travelling more than fifty (50) kilometers from the teacher’s original place of assignment.

- (ii) Notwithstanding (i), where there is no school within fifty (50) kilometers of the teacher's original place of assignment, the Regional Centre may transfer the teacher to a school beyond fifty (50) kilometers from the teacher's original place of assignment.

- 10.25 Teachers who are subject to a Regional Centre Initiated Transfer shall receive reimbursement for travel based on the difference in distance between the teacher's home and the teacher's original place of assignment and the teacher's home and the teacher's new place of assignment if that difference is greater than fifteen (15) kilometers. Reimbursement for travel shall be paid for one (1) year calculated using the travel allowance as per Article 62 – Travel Allowance of the Teachers' Provincial Agreement.
- 10.26 A teacher may enlist Article 13 – Grievance Resolution, if a Regional Centre Initiated Transfer results in a disagreement between the teacher and the Regional Centre over:
- (i) the inconvenience of the transfer; or
  - (ii) the suitability of the teacher's new teaching assignment.

### **General**

- 10.27 The Regional Centre and the Union agree that a teacher replacing another teacher who is on leave is in a temporary position. The replacing teacher, so called, shall have no seniority rights over other members of a school's staff for the purposes of this Article.
- 10.28 The Regional Centre shall, by the last day of school, communicate to schools staffing procedures for July and August.

### **Vice Principal (VP) Relief Positions**

- 10.29 Up to thirty-five (35) schools with a teaching Vice Principal will be given the option to hire any term teacher with term rehire rights to fill the VP relief position without posting the position, provided the term teacher is qualified. If a term teacher accepts a position pursuant to this article the Regional Centre shall have met its obligation, pursuant to Article 10.14, to that term teacher. The Regional Centre will advise the Union of the term teacher's name, school and percentage of position awarded prior to the commencement of the meeting pursuant to Article 10.11.
- 10.30 If the Principal chooses not to fill the VP relief position pursuant to this article, the VP relief position shall be posted and filled in accordance with Article 10.

10.31 Selections shall occur after the Principal receives the staffing allocations for the upcoming school year and prior to the commencement of the meeting pursuant to Article 10.11. Specific dates will be communicated to Principals each year by Human Resource Services. Principals shall submit a VP Relief Application to the Human Resource Manager who will approve such application prior to the commencement of the meeting pursuant to Article 10.11. Approval will be given on a year by year basis.

## **ARTICLE 11 SENIORITY AND REDUCTION**

### **11.01 Seniority Lists**

- (i) Seniority lists showing the names, location and seniority status of all permanent and probationary contract teachers shall be prepared by the Regional Centre and posted, with notice, on the Regional Centre's intranet by April 1 of each year. Any challenge to or revision of the posted lists shall be made no later than thirty (30) days following the posting of the lists. After any/all challenge(s) or revision(s) have been settled and after consultation with and approval by the Union and the Regional Centre, copies of the permanent and probationary contract seniority lists as finally approved shall be signed by the Presidents of the Locals and the Director of Human Resource Services. Changes since the last posting shall be highlighted. Only changes made to the lists since the last posting shall be grievable. The resulting lists shall be conclusive evidence of the seniority of permanent and probationary contract teachers as employed by the Regional Centre.
- (ii) Seniority lists, by status, showing the names, dates of hire and contract status of term teachers shall be prepared by the Regional Centre and shall be posted, with notice, on the Regional Centre's intranet by April 1 of each year. For greater clarity, the term contract status will be the anticipated status as of the end of the school year in which the list is prepared and subject to Article 10.14 (b). It shall be the responsibility of the teacher to bring any errors to the attention of the Regional Centre. Any revisions regarding an error will be effective on a go forward basis and no remedy will be provided retroactively.
- (iii) A teacher shall be placed on the respective seniority list in accordance with the date and order of hiring and subject to the provisions of Article 11.02.
- (iv) Consecutive service for a term contract teacher shall be broken when the teacher is not employed under a term contract in any school year.

### **11.02 Seniority**

- (i) Seniority shall denote the last consecutive period during which a teacher has, in fact, been employed by the Regional Centre.
- (ii) Seniority shall continue to accumulate:
  - (a) during a teacher's absence as described in Regulations under *The Education Act*, or Teachers' Provincial Agreement;
  - (b) during a Leave of Absence with or without pay;
  - (c) in all other cases for which a professional agreement between the NSTU and the Regional Centre expressly provides.
- (iii) Seniority is lost and the teacher's name is removed from the respective seniority list for any one of the following reasons:
  - (a) resignation of the teacher;
  - (b) dismissal for cause of the teacher which remains uncontested or is confirmed by a Board of Appeal; or
  - (c) layoff or other termination of the teacher for a period of three (3) consecutive years without being recalled to a permanent teaching position.
- (iv) Teachers hired after June 30, 1997 shall be included on the respective seniority list by date and order of hiring as determined by the date of letter of offer from the Human Resources Department.
- (v) Where teachers have the same date of hire, said teachers shall be assigned their positions on the seniority list beginning with the lowest professional number.
- (vi) Any change in legal structures of a Regional Centre shall have no effect on the seniority of a teacher who was in the employ of a Regional Centre 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.

11.03 **Staff Reduction**

When it is necessary to invoke staff reduction, it shall be accomplished, whenever possible, by natural attrition.

11.04 **Retention**

In the event that staff reduction is necessary teachers shall be retained by the Regional Centre as follows:

- (i) First, permanent contract teachers in accordance with the seniority list established pursuant to Article 11.01 (i);

- (ii) Second, probationary contract teachers in their second year of probationary service in accordance with the seniority list established pursuant to Article 11.01 (i);
- (iii) Third, probationary contract teachers in their first year of probationary service in accordance with the seniority list established pursuant to Article 11.01 (i);
- (iv) Fourth, term contract teachers by status in accordance with the seniority list established pursuant to Article 11.01 (ii);

#### 11.05 **Procedures**

- (i) Staff reduction shall not be invoked to release teachers liable to dismissal for cause;
- (ii) Teachers directly affected by staff reduction shall be informed by the Regional Centre or its officers as soon as a decision is made. Teachers directly affected by staff reduction shall be given first opportunity to fill positions under the jurisdiction of the Regional Centre;
- (iii) The Regional Centre shall maintain a list of all teachers as defined in Article 11.04 (i), (ii) and (iii) formerly employed in the system who remain unemployed because of staff reduction. A teacher will remain on the list until his or her seniority is lost in accordance with Article 11.02 (iii). However, it shall be the duty of the teacher to advise the Regional Centre of all changes in address and failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate;
- (iv) Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and shall be given priority in the hiring of long term substitutes in reverse order of dismissal;
- (v) Teachers on the Re-employment List, according to their position on the list, shall be given the opportunity to fill positions pursuant to Article 10.14 (i) – Staffing that subsequently become open or are created within the system under the jurisdiction of the Regional Centre provided they are qualified in the opinion of the Regional Centre to fill the position;
- (vi) The teacher's position on the list pursuant to Article 11.05 (iii) shall be based on the seniority of the teacher at the time of staff reduction.

## **ARTICLE 12    JOB SHARING**

12.01    A Job Sharing Plan agreed by the Regional Centre and the Union as outlined in Article 12.03, shall be continued.

12.02    The Plan shall not be amended except by mutual agreement of the Regional Centre and the Union.

12.03

(i)        **DEFINITION**

Job sharing is an arrangement which involves sharing the duties and responsibilities of a permanent teaching position on a part-time basis with another teacher. The Regional Centre and Union agree that job sharing is a feasible and desirable employment option for some teachers.

(ii)       **ELIGIBILITY**

Participation in shared teaching is available to teachers in the employ of the Halifax Regional Centre for Education at least one (1) of whom must be on Permanent Contract. The position designated as a shared teaching position shall be currently held by a Permanent Contract Teacher.

(iii)      **CONTRACT**

Teachers sharing a teaching position shall be employed on a Term Contract as provided by the Teachers' Provincial Agreement. The teachers shall also sign a Shared Teaching Contract.

(iv)       **APPLICATION**

The application for shared teaching and the supporting documents must be submitted on or before March 31. Approval of the application is at the discretion of the Centre; such discretion will not be applied in a manner that is unreasonable, discriminatory or in bad faith. The Regional Centre shall notify the teachers concerned of the approval or denial of this prior to the start of job postings in Article 10 for the ensuing school year. If the application is denied, the Principal/Director or designate shall provide the reasons for the denial in writing upon request of the permanent teacher who owns the position. Where the application is approved, the permanent teacher will remain at that site for the ensuing school year so long as the allocation exists.

(v)        **DURATION AND REAPPLICATION**

Each Shared Teaching Contract is for one (1) year period after which time the sharing teachers shall be offered their original positions where practicable, or comparable positions within the system, or positions mutually agreed upon.

To continue a shared teaching arrangement beyond a one (1) year period, both teachers must inform the Director of Human Resources or designate in writing on or before March 31. Approval or denial must be given prior to the start of job postings in Article 10 for the ensuing school year. Upon approval, both teachers must sign a new Shared Teaching Contract.

(vi) **STAFF MEETINGS**

When staff meetings are held, the teacher who is regularly scheduled for duty must attend. The other teacher should, upon request, attend.

(vii) **ADMINISTRATIVE AND IN-SERVICE DAYS**

When an administrative day is declared, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is free to attend on administrative days.

When in-service days are declared, only the teacher normally scheduled for duty must attend and that teacher shall be paid for such days. The other teacher is encouraged to attend.

(viii) **PARENT TEACHER VISITATION**

Both teachers in a shared teaching arrangement shall be present for Parent Teacher sessions.

(ix) **SUBSTITUTION**

When one (1) member of a shared teaching arrangement is absent, the other member will be the preferred substitute where possible.

(x) **SALARY**

Salary will be a percentage of the teacher's annual salary based on the percentage of shared teaching time. Salary payments will be made on a regular basis for the entire school year on the same schedule as for the full-time teachers.

(xi) **SENIORITY**

Seniority is not interrupted by participation in a shared teaching arrangement.

(xii) **BENEFITS**

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

Sick leave, maternity leave and retirement allowance shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days in a school year.



Total care cost sharing of premium, special leave, travel allowance, where applicable, shall not be pro-rated and all other benefits of the Agreement between the Regional Centre and the Union shall apply.

## **ARTICLE 13    GRIEVANCE RESOLUTION**

- 13.01 For the purposes of considering and attempting to settle any dispute or complaint regarding the interpretation, application or operation of this Agreement, the procedure set forth in this Article shall be followed.
- 13.02 The Union shall, no later than September 30 of each school year, appoint and the Regional Centre shall recognize a committee of the Union as a Grievance Committee representing all teachers employed by the Regional Centre, to deal with grievances. The committee shall be known as the Grievance Committee. The Union shall inform the Regional Centre in writing of the members of the Committee or any change therein.
- 13.03 Where a teacher or the Union has a dispute with the Regional Centre 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 make this known in writing to the Regional Centre within twenty (20) working days of the effective knowledge of the facts which give rise to an alleged grievance.
- 13.04 Any such grievance shall be processed according to the following procedure:
- (i) The parties shall meet within ten (10) working days of the receipt of correspondence pursuant to Article 13.03 in an attempt to resolve the dispute.
  - (ii) The Labour Relations Consultant or designate shall reply in writing to the Union within ten (10) working days of the date of the meeting pursuant to Article 13.04 (i).
  - (iii) In the event that the dispute is not resolved to the satisfaction of the Union pursuant to Article 13.04 (i), then the Union may within ten (10) working days inform the Regional Centre in writing that it desires the matter of the grievance to proceed.
  - (iv) Within ten (10) working days of receipt of the letter pursuant to Article 13.04 (iii), the Director of Human Resource Services shall meet with the Grievance Committee.

- (v) If within ten (10) working days after the date of the meeting pursuant to Article 13.04 (iv), the grievance has not been satisfactorily resolved, then the Union may within ten (10) working days refer the matter to a sole Arbitrator.
- (vi) The Arbitrator shall be appointed by mutual agreement between the Regional Centre and the Union within ten (10) working days of the receipt of the notice of referral pursuant to Article 13.04 (v). If the parties are unable to concur in the appointment of an Arbitrator, either party may request that the Minister responsible for Labour for the Province of Nova Scotia appoint an arbitrator.
- (vii) The Arbitrator shall meet with the parties within ten (10) working days of appointment and shall render a decision within the next succeeding ten (10) working day period.

13.05 The decision of the Arbitrator shall be final and binding upon all parties concerned, including the Regional Centre, the teacher(s), and the Union.

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

13.07 One-half (1/2) of the costs, expenses and fees of the Arbitrator shall be paid by the Union and other half (1/2) by the Regional Centre.

13.08 The Union may proceed to the next step in the case of absence of a stipulated meeting or answer within the stipulated time limits.

13.09 Time Limits may be extended by mutual agreement of the parties and if extended shall be confirmed in writing by the parties.

13.10 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned.

## **ARTICLE 14     UNION REPRESENTATION**

14.01 Every teacher shall have the right to Union representation at any meeting which may result in discipline and/or be called for disciplinary purposes by supervisory personnel.

- 14.02 A meeting for disciplinary purposes shall be understood to mean a meeting convened for the purpose of dealing with a verbal or written warning or reprimand, a suspension or the dismissal of the teacher or which may result in any of the aforementioned. Any meeting in which it is not intended to deal with any of the aforementioned disciplines shall not be considered a meeting for disciplinary purposes.
- 14.03 Notwithstanding Article 14.01, 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.
- 14.04 The teacher shall be notified in advance of any meeting pursuant to Article 14.01 as to the purpose of the said meeting and the teacher shall have the opportunity to contact the Local President or NSTU central office for representation at the meeting.
- 14.05 If a teacher does not avail themselves of the opportunity pursuant to Article 14.04 or refuses Union representation, any discipline imposed by the Regional Centre at the meeting shall not be held to be invalid for that reason.

## **ARTICLE 15 SUMMER SCHOOL**

- 15.01 Teachers employed for summer school employment shall be appointed from the teachers employed by the Regional Centre with first consideration given to teachers who taught the course in the immediate preceding school year.
- 15.02 The rate of salary shall be seventy percent (70%) of the per diem rate applicable to each teacher. The rate of salary shall be as of August 1 of each year.

## **ARTICLE 16 UNION RELEASE TIME**

- 16.01 The Regional Centre shall provide a maximum of fifty (50) days in each school year with pay for Union release time to allow teachers to carry out their duties of office. These days are to be banked and used at the discretion of the Union. The chairperson(s) of the Halifax Regional Representative Council shall advise the Director of Human Resource Services in advance when days are required by a teacher.
- 16.02 In addition to the days provided for in Article 16.01 the Regional Centre shall allow the Union to allocate additional days to teachers to perform their duties of office provided that the Union pays to the Regional Centre the actual cost of the replacement teacher(s).

- 16.03 Days as provided in Articles 16.01 and 16.02 are in addition to paid days claimed under Article 31 – Other Absences of the Teachers’ Provincial Agreement or when the Regional Centre, or an agent of the Regional Centre, requests a meeting with a teacher(s).
- 16.04 Notwithstanding Article 10, the Regional Centre may offer a one (1) year only position to the teacher who held that position in the preceding school year and who is replacing a teacher elected as a Local Union President.

## **ARTICLE 17 REGIONAL CENTRE INFORMATION**

- 17.01 The Regional Centre shall provide to the Union, a draft of any new policy or change in policy that affects the terms and conditions of employment of teachers and the Union may provide a response. The Regional Centre will make the final draft of any such policy or policy change accessible to the Union prior to Regional Centre approval.
- 17.02 On written request to the Director of Human Resource Services, the Regional Centre shall also provide a copy of the Department of Education and Early Childhood Development funding profile sheet after it has been made public.

## **ARTICLE 18 DAILY PLAN BOOK**

- 18.01 The staff of each school shall, at the Regional Centre’s expense, annually decide the Plan Book to be used and ordered by the Principal.

## **ARTICLE 19 PRINTING AND DISTRIBUTION OF AGREEMENT**

- 19.01 The Regional Centre and the Union shall post an electronic version of this Agreement for teachers in the bargaining unit as soon as possible after the signing of the Agreement.
- 19.02 The Union shall have printed seven hundred and fifty (750) copies of this Agreement as soon as possible after the signing of the Agreement.
- 19.03 Costing incurred pursuant to Article 19.02, shall be equally shared by the Regional Centre and the Union.
- 19.04 The Union shall be responsible for the distribution of the Agreement to its members.

## **ARTICLE 20 EDUCATIONAL CHANGE**

- 20.01 Educational change refers to the introduction of methods, theories and practices that 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.
- 20.02 Both parties recognize that continual improvements 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.
- 20.03 The Regional Centre shall provide reasonable notice, where possible, to the chair of the Halifax Regional Representative Council of any significant impending changes referred to above.
- 20.04 Either party may convene a meeting of the Management/Teacher Committee to discuss significant impending changes referred to above. Such discussions shall include consideration of the impact on teaching staff, the re-training needs and the in-service needs of teachers.

## **ARTICLE 21 OCCUPATIONAL HEALTH AND SAFETY**

- 21.01 The Regional Centre, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of safety and health. All parties agree to comply with all applicable provisions of the *Nova Scotia Occupational Health and Safety Act* and Regulations under the Act.

## **ARTICLE 22 MANAGEMENT/TEACHER COMMITTEE**

- 22.01 The Regional Centre and the Union shall establish a Management/Teacher Committee made up of not more than four (4) members appointed by the Union and four (4) representatives of the Regional Centre's management.

The Regional Centre's representatives shall be:

- (a) Senior Staff Advisor or designate
- (b) Director or Coordinator of Human Resource Services
- (c) Director or Coordinator of the Elementary or Secondary Achievement Department
- (d) One other designated by the Regional Centre

The Union's representatives shall be:

- (a) Dartmouth Local President
- (b) Halifax City Local President
- (c) Halifax County Local President
- (d) Lead NSTU Executive Staff Officer assigned to the Regional Centre

Upon review of agenda items in advance of a meeting, the Regional Centre and Union will make every reasonable effort to have the appropriate Regional Centre and Union representatives/guests present to address agenda items.

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

- 22.02 The mandate of the Management/Teacher Committee is to consider matters of concern to either party and to foster good communication and effective working relationships provided that it does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.
- 22.03 The Management/Teacher Committee shall meet in September, November and April and not less than two other times during the academic school year.
- 22.04 A meeting of the Committee can be called by either party provided there is at least two weeks' notice and that the date of the meeting is mutually agreeable to both parties.
- 22.05 The agenda for each Management/Teacher Committee meeting shall be set five (5) working days prior to the meeting as mutually agreed to by the joint chairpersons.
- 22.06 The Regional Centre and the Union will alternately record and circulate the minutes of the meeting.
- 22.07 Minutes of each meeting shall be signed by the joint chairpersons as promptly as possible after the close of the meeting.
- 22.08 The Union and Regional Centre agree to respond to items arising from the meeting within ten (10) working days of the meeting.
- 22.09 The Union and Regional Centre agree to make Occupational Health & Safety a standing agenda item on each meeting agenda.

## **ARTICLE 23 SCHOOL CLIMATE**

- 23.01 (i) The parties agree that acts of unacceptable behavior in this article shall be as defined in the Provincial School Code of Conduct Policy.
- (ii) The parties acknowledge that a positive and inclusive school climate where acts of unacceptable behavior are addressed pursuant to the Provincial School Code of Conduct Policy is essential to educational achievement and a positive school climate. The parties will act in an expeditious and appropriate manner in dealing with acts of unacceptable behavior in accordance with the Provincial School Code of Conduct.
- 23.02 The parties recognize the responsibility of teachers and school administrators to maintain a positive and inclusive school climate in their schools.
- 23.03 When a teacher believes that a student(s)' reported unacceptable behavior has not been resolved by the school administration, the teacher may bring the concern to the school administration's attention within ten (10) working days of the unacceptable behavior for resolution. The school administration shall respond to the teacher's concern within ten (10) working days.
- 23.04 When a concern regarding a student(s)' unacceptable behavior 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 the issue with the appropriate School Administration Supervisor within ten (10) working days of receiving a response from the school administration in 23.03. The School Administration Supervisor shall respond to the teacher within ten (10) working days.
- 23.05 If the concern regarding a student(s)' unacceptable behavior remains unresolved the teacher shall have the right, accompanied by the President of the Local if so desired, to address the issue with the appropriate Coordinator within ten (10) working days of receiving a response from the School Administration Supervisor in 23.04 to the appropriate Coordinator. The Coordinator shall respond to the teacher within ten (10) working days.

## **ARTICLE 24 TEACHER IN CHARGE**

- 24.01 A teacher may be appointed by the Regional Centre or its agent as a Teacher in Charge in accordance with this Article.
- 24.02 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this clause. Teachers in the school will be informed when a teacher has been requested to be Teacher in Charge.

- 24.03 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision is adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the Regional Centre Office.
- 24.04 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- 24.05 Where absences of administrative personnel continue for more than ten (10) consecutive school days, the Teacher in Charge will be advised that they will assume all administrative duties, excluding only formal evaluation of instruction and personnel, and that they will be working under the terms and conditions of employment for administrators.
- 24.06 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. Teacher application to be a Teacher in Charge must be made to the Principal by September 15 of each school year. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.



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

**NOVA SCOTIA  
TEACHERS UNION**

**HALIFAX REGIONAL CENTRE FOR  
EDUCATION**

\_\_\_\_\_  
NSTU President

\_\_\_\_\_  
Regional Executive Director

\_\_\_\_\_  
President Dartmouth Local

\_\_\_\_\_  
Director, Human Resource Services

\_\_\_\_\_  
President Halifax City Local

\_\_\_\_\_  
Coordinator, Human Resource Services

\_\_\_\_\_  
President Halifax County Local

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Letter of Understanding #1**

**BETWEEN**

**HALIFAX REGIONAL CENTRE FOR EDUCATION  
(hereinafter referred to as the “Regional Centre”)**

**and the**

**NOVA SCOTIA TEACHERS UNION  
(hereinafter referred to as the “Union”)**

**Implementation Date**

It is understood and agreed by the parties, in the Agreement:

- (a) Clauses that are unchanged from clauses existing in the Halifax Regional Agreement dated August 1, 2016 continued in effect from August 1, 2023.
- (b) Clauses that state an effective date are effective on the stated date.
- (c) All other clauses in this Agreement are effective on the date of the ratification.

Signed on behalf of the **Halifax Regional Centre for Education:**

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Signed on behalf of the **Nova Scotia Teachers Union:**

---

Dated at Halifax, Nova Scotia            day of            2024.

**Letter of Understanding #2**

**BETWEEN**

**HALIFAX REGIONAL CENTRE FOR EDUCATION  
(hereinafter referred to as the “Regional Centre”)**

**and the**

**NOVA SCOTIA TEACHERS UNION  
(hereinafter referred to as the “Union”)**

**List of Permanent / Probationary Contracts Awarded**

It is understood and agreed by the parties in the Agreement that each year the Regional Centre will provide to the Union and post on its Intranet, a list of teachers awarded a permanent/ probationary contract. The list shall include name, contract status and seniority date and shall be issued/posted prior to the closing date of the first permanent posting round.

This does not prevent the Regional Centre from awarding additional contracts in accordance with the Collective Agreement, after the list has been posted.

Signed on behalf of the **Halifax Regional Centre for Education:**

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Signed on behalf of the **Nova Scotia Teachers Union:**

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Dated at Halifax, Nova Scotia                      day of                      **2024.**

**Letter of Understanding # 3**

**BETWEEN**

**HALIFAX REGIONAL CENTRE FOR EDUCATION  
(hereinafter referred to as the “Regional Centre”)**

**and the**

**NOVA SCOTIA TEACHERS UNION  
(hereinafter referred to as the “Union”)**

**Notices of Assignment**

The parties recognize the value of professional and open communication between principals and teachers regarding notice of assignments for the ensuing school year.

Teachers are encouraged to provide their principal with any pertinent information they wish the principal to consider in determining assignments.

Principals are encouraged to consider teacher input in determining notice of assignments that are in the best interests of students.

Signed on behalf of the **Halifax Regional Centre for Education:**

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Signed on behalf of the **Nova Scotia Teachers Union:**

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Dated at Halifax, Nova Scotia                      day of                      **2024.**

**Letter of Understanding #4**

**BETWEEN**

**HALIFAX REGIONAL CENTRE FOR EDUCATION  
(hereinafter referred to as the “Regional Centre”)**

**and the**

**NOVA SCOTIA TEACHERS UNION  
(hereinafter referred to as the “Union”)**

**Late Probationary Contracts**

For the life of this agreement, the parties agree that:

Notwithstanding 10.02(i), an early hire by way of a probationary contract may be hired after the meeting in 10.11 where there are no qualified term teachers as identified in 10.14, where the position was available as a permanent vacancy in the final round of postings and at the meeting pursuant to Article 10.11. In this case, the position shall be considered to be filled on a permanent basis provided the teaching assignment does not substantially change for the ensuing school year. For clarity 10.03 shall apply.

Signed on behalf of the **Halifax Regional Centre for Education:**

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Signed on behalf of the **Nova Scotia Teachers Union:**

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Dated at Halifax, Nova Scotia                      day of                      **2024.**

**APPENDIX A**



**Request for Functional Information of presenting illness/injury (NSTU)**

Claims Management Administrator  
 Halifax Regional Centre for Education  
 33 Spectacle Lake Drive  
 Dartmouth, NS B3B 1X7

Phone: 464-2000 ext. 4121 Fax: 464-0135

**PLEASE COMPLETE BOTH PAGES**

The Halifax Regional Centre for Education (HRCE) (the Employer) has developed a return to work program to assist employees in their rehabilitation efforts to restore health and return to employment. Part of the process is to obtain information about your current abilities as they relate to your illness/injury. To do this, we ask that you have your physician or authorized health care professional complete this form.

**Section 1 (To be completed by EMPLOYEE)**

|   |                            |
|---|----------------------------|
| Employee's Full Name:   | Employee Number: 400 _____ |
| Address:  | Telephones:                |
| School/Site:  | Telephone (Work):          |
| Immediate Supervisor:   | Telephone (Work):          |
| <b>EMPLOYEE:</b> I authorize my Health Care Provider to disclose information related to my current illness or injury to my Employer for the purpose of developing a safe return to work plan. The employer will keep this information confidential. It is understood that this information be only of the same nature and extent as disclosed in Section 2 of this Form and the attached Physical Capability Assessment form, and does not authorize the release of information which is different in nature or greater in extent. I understand that I will receive a copy of any medical information received by the Regional Centre upon request and will be made aware of any further requests for medical information from the Regional Centre. |                            |
| Employee's Signature:   | Date:                      |

**Section 2 (To be completed by Physician or Authorized Health Professional)**

Does the Employee have any significant physical, psychological/cognitive impairments that currently impair the Employee from returning to unrestricted work activities?

NO  YES

Please describe the current limitations the employer should bear in mind in the search for suitable transitional duties. PLEASE DO NOT INCLUDE A DIAGNOSIS

The Employee can return to work:  Unrestricted  Restricted  Unable to RTW

If the employee is unable to return to work, how long do you estimate they will be off?

2-4 weeks  1-3 mos.  3-6 mos.  6-9 mos.  
 Other, how long? \_\_\_\_\_

If able to RTW, anticipated date: \_\_\_\_\_

Regular full time hours or  Graduated hours  
 Proposed GRTW plan:

When are you reassessing this Employee (date)?

Are there workplace barriers or steps that the Employer could take to assist in rehabilitation and return to work?

*NOTE: any fee applicable to completing this form should be billed directly to the Halifax Regional Centre for Education*

Employee Name: \_\_\_\_\_

The employer and worker will use this information to plan the worker's early and safe return to work; therefore it is crucial that all applicable sections be completed in full.

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| <b>Section 3: Physician/Health Care Professional to complete. Please outline your patient's abilities and/or restrictions. Diagnostic or confidential information NOT REQUIRED.</b>   |   |   |   |   |   |
| <b>PHYSICAL (if applicable):</b>  |   |   |   |   |   |
| <b>Walking:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 30 min.<br><input type="checkbox"/> Up to 60 min.<br><input type="checkbox"/> Other: _____   | <b>Standing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 30 min.<br><input type="checkbox"/> Up to 60 min.<br><input type="checkbox"/> Other: _____    | <b>Sitting:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 30 min.<br><input type="checkbox"/> Up to 60 min.<br><input type="checkbox"/> Other: _____                                     | <b>Lifting from floor to waist:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kg<br><input type="checkbox"/> 5-10 kg<br><input type="checkbox"/> 10-25 kg<br><input type="checkbox"/> Other: _____ | <b>Lifting from floor to shoulder:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kg<br><input type="checkbox"/> 5-10 kg<br><input type="checkbox"/> 10-25 kg<br><input type="checkbox"/> Other: _____                    |   |
| <b>Pushing/Pulling:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kg<br><input type="checkbox"/> 5-10 kg<br><input type="checkbox"/> 10-25 kg<br><input type="checkbox"/> Other: _____                   | <b>Stair climbing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 steps<br><input type="checkbox"/> 5-10 steps<br><input type="checkbox"/> Other: _____ | <b>Bending/twisting:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited<br>Please specify: _____  | <b>Work above shoulder:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited<br>Please specify: _____   | <b>Hand functioning:</b><br><b>Left:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited<br><b>Right:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited                                       |   |
| <b>COGNITIVE (if applicable):</b>   |   |   |   |   |   |
| <b>Supervision of others:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited<br><input type="checkbox"/> Unable to supervise  | <b>Tolerance to deadlines:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Can occasionally meet deadlines<br><input type="checkbox"/> Unable to meet deadlines  | <b>Attention and Concentration:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Can concentrate but needs regular breaks<br><input type="checkbox"/> Concentration on detail is severely limited | <b>Performance on multiple tasks:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Can handle multiple tasks if given extra time to complete<br><input type="checkbox"/> Unable to multi-task                 | <b>Tolerance to external stimulus:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Can cope with distracting stimulus for portion of the day<br><input type="checkbox"/> Can only work in a quiet non distracting work environment | <b>Ability to interact with others:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Limited ability to interact with others<br><input type="checkbox"/> Unable to interact with others |
| <b>Judgement and Decision making:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Difficulty with planning, organizing and decision making<br><input type="checkbox"/> Unable to plan, organize and make decisions |   |   | <b>Working memory:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Some challenges with retention and recall of information<br><input type="checkbox"/> Severe challenges with retention and recall          |   |   |
| <b>Additional Information:</b>  |   |   |   |   |   |
| <b>VOICE</b>  |   | <input type="checkbox"/> No Difficulty  | <input type="checkbox"/> Occasional Difficulty  | <input type="checkbox"/> Constant Difficulty  | <b>HEARING</b>  |
|   |   | <input type="checkbox"/> No Difficulty  | <input type="checkbox"/> Occasional Difficulty  | <input type="checkbox"/> Constant Difficulty  |   |

Employees enrolled in the NSTU benefit plan can access immediate, confidential help through the Resilience Program (Employee and Family Assistance Program) by calling 1-877-955-6788.

|  |             |
|--|-------------|
| <b>Health Care Provider: The information provided in this document is true and based on my examination of the patient.</b> |             |
| Print Name:  | Signature:  |
| Professional Designation:  | Date:       |
| Stamp with registration number:  |             |
| Mailing Address:   |             |
| Telephone Number:  | Fax Number: |

NOTE: any fee applicable to completing this form should be billed directly to the Halifax Regional Centre for Education













**Printed May 2024**

Nova Scotia Teachers Union  
3106 Joseph Howe Drive  
Halifax, NS  
B3L 4L7

1-800-565-6788