

COLLECTIVE AGREEMENT

Between the

Strait Regional Centre for Education

And the

Nova Scotia Teachers Union

August 1, 2025 to July 31, 2030

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THIS AGREEMENT made in triplicate this 4th day of February 2026 A.D.

BETWEEN:

The **Strait Regional Centre for Education**, a Centre for Education established pursuant to the *Education Reform (2018) Act*, hereinafter called “The Centre for Education”

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 Union”

PREAMBLE

The Regional Agreements contain provisions affecting the terms and conditions of employment which are not negotiated at the Provincial level. As such Regional Agreements are one of four instruments that govern the working lives of all teachers. The four instruments are:

- (1) The *Education Act*,
- (2) Provincial Agreement,
- (3) Regulations made under the *Education Act*, and
- (4) Regional Agreements.

Validly enacted regulations issued pursuant to the *Education Act* supersede regional agreements where there is conflict; the regulations themselves are superseded by the Provincial Agreement where there is conflict; and the *Education Act*, the statutory authority, supersedes all else in this employer-employee relationship. Any interpretation of the rules governing the employment of a teacher will be subject to the respective weight of these four instruments: the *Education Act*, the Provincial Agreement, Regulations issued pursuant to the *Education Act* and the Regional Agreements.

Whereas it is the desire of all parties to this Agreement to:

- (a) maintain and improve the harmonious relations and conditions of employment between the Strait Regional Centre for Education and its teachers based on mutual respect and dignity;
- (b) recognize the mutual value of joint consultation in all matters pertaining to employment through established mechanisms appropriate to the collective bargaining regime;
- (c) promote the morale, well-being and security of teachers;

- (d) provide the highest standard of education and service possible for the students of the Strait Regional Centre for Education and within the bounds of available resources;
- (e) create positive and safe learning environments for the students and teachers of the Strait Regional Centre for Education; and
- (f) promote a relationship of respect, goodwill and cooperation between the Strait Regional Centre for Education and teachers, students, parents and other members of our educational community.

Now, therefore, the parties agree as per the following Articles.

ARTICLE 1 – DEFINITIONS

In this Agreement:

- 1.1 “Agreement” means this Collective Agreement between, the Strait Regional Centre for Education and the Nova Scotia Teachers Union.
- 1.2 “Centre for Education” means the Strait Regional Centre for Education.
- 1.3 “Circuit Teacher” means a teacher as defined in the Teachers’ Provincial Agreement whose teaching assignment includes working from a base educational site with duties at one or more educational sites in a given school year.
- 1.4 “Coordinator of Human Resources” means the person who assists in the administration of the collective agreement between the Union and the Centre for Education. At minimum, either the Coordinator of Human Resources or Director of Human Resources shall hold a teacher’s certificate.
- 1.5 “Consultation” means the equitable, fair, and just dealing with people that conforms to high standards of professional conduct and the obligation of consideration in good faith. Consultation may require a meeting and right of the teacher or the Union, as the case may be, to make representations.
- 1.6 “Day” is a day on which the Strait Regional Centre for Education is scheduled to be open for regular business.
- 1.7 “Director of Human Resources” means the person who assists in the administration of the collective agreement between the Union and the Centre for Education. At minimum, either the Coordinator of Human Resources or Director of Human Resources shall hold a teacher’s certificate.

1.8 “Displaced 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.

1.9 “New Position” means a vacant position that did not exist in the previous year.

1.10 “Priority Placement List” means the list of teachers who have been declared displaced in their schools and who will receive priority in placement pursuant to Article 24 – Transfer of Teachers – and Article 25 – Centre for Education-Initiated Transfer (Displacement).

1.11 “REWC” means the Regional Economic Welfare Committee of the Union in the Strait Region.

1.12 “RRC” means the Regional Representative Council of the Union in the Strait Region.

1.13 “Regional Executive Director of Education” means the teacher appointed by the Strait Regional Centre for Education to be in charge of the Strait Regional Centre for Education.

1.14 “School Year” means the period commencing at 12:01 a.m. on August 1st and ending at 11:59 p.m. on July 31st.

1.15 “Service” means any service recognized by any Education Entity or APSEA.

1.16 “Substitute Teacher” is a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by the Centre for Education.

1.17 “Teaching Assignment” is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.

1.18 “Teaching Position” is at a school or schools or circuit or at the regional support level on yearly or semester basis.

1.19 “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.

1.20 “Unfilled position” is a position for which there is an incumbent teacher.

1.21 “Vacant position” means a position for which there is no incumbent teacher.

ARTICLE 2 – DURATION OF AGREEMENT

- 2.1 The term of this Agreement shall be from the date of signing to July 31st, 2030 or until a new Agreement is reached in accordance with the *Teachers' Collective Bargaining Act* for the Province of Nova Scotia.
- 2.2 Either party to this Agreement may, within the period of five (5) months next preceding the date of expiry of the term of, or preceding termination of the Agreement, by notice in writing, require the other party to the Agreement to commence collective bargaining.

ARTICLE 3 – RECOGNITION

- 3.1 The Centre for Education acknowledges and recognizes the Union as the sole bargaining agent for and on behalf of all teachers employed by the Centre for Education.
- 3.2 The Union acknowledges and recognizes the Centre for Education as the employer enacted through the *Education Act*.

ARTICLE 4 – FAIRNESS

- 4.1 The Centre for Education and the Union shall exercise their rights under this professional agreement fairly and reasonably, in good faith, and without discrimination, all in a manner consistent with the provisions of this professional agreement.

ARTICLE 5 – MANAGEMENT-TEACHER COMMITTEE

- 5.1 The Centre for Education and the Union shall establish a Management-Teacher Committee made up of not more than six (6) representatives, one of which may be a Union Staff Officer, and six (6) management representatives of the Centre for Education. A Centre for Education representative and a Union representative from the Committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 5.2 The mandate of the Management-Teacher Committee is to consider matters of systemic concern to either party. The Committee does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.

5.3 The Management-Teacher Committee shall meet a minimum of four (4) times in a school year with at least one (1) meeting in October or November, at least two (2) meetings during the period of January to June, and at such other times as circumstances may require.

5.4 A meeting of the Committee can be called by either party provided there is at least two (2) weeks' notice and that the date of the meeting is mutually agreeable to both parties.

5.5 The agenda for each Management-Teacher Committee meeting shall be made up five (5) days prior to the meeting as mutually agreed to by the joint chairpersons. Submission of agenda items shall include a brief explanation of the issues giving rise to the item and any materials/documentation required for discussion. No item(s) may be added to the agenda without the approval of the joint chairpersons.

5.6 The Centre for Education will provide a secretary to record and circulate the minutes of the meeting.

5.7 Minutes of each meeting shall be prepared and signed by the joint chairpersons after acceptance at the next meeting. The minutes of the previous meeting and the materials/documentation pursuant to Article 5.5 will be circulated to all members of the Management-Teacher Committee five (5) days prior to the meeting. If any item is added to the agenda pursuant to Article 5.5, any additional material/documentation will be circulated to all members of the Management-Teacher Committee as promptly as possible.

ARTICLE 6 – TEACHER-CENTRE FOR EDUCATION CONSULTATION MEETING(S)

6.1 The Centre for Education and Union agree to a minimum of one (1) meeting between the Centre for Education and representatives of the Union to encourage interchange of information, ideas, and opinions on educational and operational matters of mutual interest and concern. The parties acknowledge that the meeting(s) shall be a cooperative venture and shall not address grievances, matters of collective bargaining, or the administration of the Collective Agreement.

6.2 The persons attending the meeting(s) shall be comprised of:

- the Regional Executive Director of Education, the Directors responsible for Human Resources, Finance, Operations, Programs, and Student Services.
- Up to five (5) representatives of the Union, as designated by the Union.

- 6.3 By mutual agreement, the Union and the Centre for Education may invite other persons to attend all or part of the meeting(s). Such agreement will not be unreasonably withheld.
- 6.4 A meeting shall be held during the months of February or March in each year so as to enable input by the Union into the business planning of the Centre for Education. Additional meetings may be mutually agreed upon by the Union and the Centre for Education.
- 6.5 The Union and the Centre for Education, through the Regional Executive Director of Education, shall be jointly responsible for arranging meetings as provided for by this Article 6. The Chair of the RRC and the Regional Executive Director of Education will prepare a tentative agenda which shall be distributed to all persons attending the meeting(s) not less than seven (7) days prior to the meeting.
- 6.6 It is intended that meeting(s) provided for by this Article 6 shall be informal.

ARTICLE 7 – GRIEVANCE/ARBITRATION

- 7.1 The Union shall no later than September 30 of each school year appoint and the Centre for Education shall recognize a committee of the Union as a Grievance Committee representing all regular members of the Union to deal with their interpretation, application, operation, or any alleged violation of this Agreement.
- 7.2 The Union shall no later than September 30 of each school year inform the Centre for Education in writing of the members of the Grievance Committee and of any change in the membership thereof.
- 7.3 Where a teacher, the Union, or the Centre for Education has a dispute regarding interpretation, application, operation, or any alleged violation of this Agreement, the dispute shall constitute a grievance and shall be processed according to procedure set forth in this Article.

Informal Process

- 7.4 Wherever considered practicable by the person making the complaint, the person is encouraged to first attempt to resolve the matter informally through discussions with the other persons involved in the alleged violation of this Agreement.

Individual Grievances

Formal Process

7.5 Individual grievances shall be processed in the following manner.

Step 1

- (a) Within ten (10) days after the alleged grievance has come to the attention of the grievor, and/or their representative shall submit the grievance in writing to the Coordinator of Human Resources and provide a copy to the Chair of the Grievance Committee.
- (b) The Coordinator of Human Resources shall meet within ten (10) days of receipt of the written grievance pursuant to article 7.5(a) step 1 with the grievor with or without the Chair of the Grievance committee (or designate) in an endeavour to resolve the dispute.
- (c) The Coordinator of Human Resources shall reply in writing to the grievor, with a copy to the Chair of the Grievance committee, within ten (10) days from the date of the meeting prescribed in Article 7.5(b) Step 1.

Step 2

- (a) If the reply of the Coordinator of Human Resources is not acceptable to the grievor, the Grievance Committee may, within ten (10) days of the reply being received, submit the grievance in writing to the Director of Human Resources.
- (b) The Director of Human Resources shall then arrange and hold a meeting with the Grievance Committee to discuss the grievance within ten (10) days of the receipt of Step 2 Grievance. At such meeting there may be present such additional persons as the parties may mutually agree upon and both parties shall act reasonably in this regard.
- (c) Within five (5) days of the meeting prescribed by Article 7.5(b) Step 2, the Director of Human Resources shall reply in writing to the Grievance Committee.
- (d) If the matter is not resolved at Step 2 of the grievance procedure, the Union may, within twenty (20) days following the receipt of the reply of the Director of Human Resources, refer the grievance to arbitration by giving a notice in writing to the Director of Human of Human Resources.

Formal Process

7.6

- (a) Any grievance between the Union and the Centre for Education must be submitted in writing to the Director of Human Resources or the Chair of the RRC, as the case may be, within ten (10) days of the event giving rise to the grievance.
- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources or the Chair of the RRC, as the case may be, shall arrange and hold a meeting to discuss the grievance. At any such meeting there shall be present the Director of Human Resources, the Grievance

Committee, and such other persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.

(c) Within five (5) days of the meeting prescribed by Article 7.6(b), the Director of Human Resources or the Chair of the RRC, as the case may be, shall reply in writing to the grievance.

(d) If the reply given by the Director of Human Resources or the Chair of the RRC is not satisfactory to the other party, the Union or the Centre for Education, as the case may be, may within twenty (20) days of receiving the reply, refer the matter to arbitration pursuant to this Article by giving a notice in writing to the other party.

7.7 Where a teacher elects not to have a representative of the Union present at Step 1 of the grievance procedure, no objection may later be taken by the teacher or the Union regarding such absence.

7.8 The Director of Human Resources and the Chair of the Grievance Committee may, by mutual agreement, elect to seek a resolution through the Grievance Mediation process of the Department responsible for Labour, prior to proceeding to arbitration. This process will take place following Step 2 of the grievance process and after one party has notified the other of its decision to refer the grievance to arbitration. Said process will not interfere with the time-line for the arbitration process except by mutual agreement of the parties.

7.9 The Arbitrator shall be appointed by mutual agreement between the Centre for Education and the Union within ten (10) days of the receipt by a party of the notice of referral pursuant to Article 7.5 or 7.6. If the parties are unable to concur in the appointment of an arbitrator, the Arbitrator shall be appointed by the Minister responsible for Labour for the Province of Nova Scotia, upon the request of either party.

7.10 The Arbitrator once appointed shall meet on the grievance as expeditiously as possible and shall render a decision no later than one (1) month from the end date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties. A copy of the written decision shall be sent forthwith to both parties.

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

7.12 The decision of the Arbitrator shall be final and binding upon the Centre for Education, the Union and the teacher(s).

- 7.13 One-half (1/2) of the costs, expenses and fees of the Arbitrator shall be paid by the Union and one-half (1/2) by the Centre for Education.
- 7.14 There shall be no media publication of any proceedings under this Article, and all hearings shall be held “in camera”.
- 7.15 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. On the other hand, the grievor may proceed to the next step in the absence of a stipulated meeting or reply within the stipulated time limits.
- 7.16 Any of the time limits in this Article may be extended by mutual agreement of the parties and confirmed in writing.

ARTICLE 8 – CENTRE FOR EDUCATION POLICY& INFORMATION

- 8.1 The Centre shall maintain and up-to-date repository of policies, procedures, protocols, and guidelines on their website. Union Local Presidents and the Regional Representative Council chair shall be emailed policy revisions.
- 8.2 The Centre shall provide the Union with the opportunity for input when significantly changing education or personnel policy, procedures, and protocol that directly affects teachers. This will be accomplished through established Centre policies, procedures, and protocols including being provided with the draft, the opportunity to discuss the draft policy at a Management-Teacher meeting at which the policy is being considered, and to submit written responses.

ARTICLE 9 – CORRESPONDENCE

- 9.1 Any notice or correspondence from either the Union or the Centre for Education given to the other party concerning this Agreement shall be considered received by the other party when delivered by registered mail, hand delivered, by courier service, or by confirmed e-mail.
- 9.2 Except where otherwise provided by this Agreement, when sending or giving correspondence concerning this Agreement, such correspondence should be addressed, in care of the Centre for Education to:

Director of Human Resources
Strait Regional Centre for Education
304 Pitt St., Unit 2
Port Hawkesbury, NS B9A 2T9

and addressed in care of the Union to:

Chairperson
Strait Regional Representative Council
Nova Scotia Teachers Union

9.3 Either party must give immediate notice to the other party if a change is made to either of the above addresses.

ARTICLE 10 – SICK LEAVE

10.1 (a) Every teacher shall be credited with twenty (20) days Sick Leave for each school year as a form of insurance protection against absences due to illness or injury.

(b) While the parties to this Agreement recognize that sick leave can be used for medical, dental, and optical appointments, the parties recognize the desirability of these appointments being scheduled outside the normal instructional day.

10.2 Every teacher may accumulate one hundred percent (100%) of the teacher's unused Sick Leave to a total of 195 days [one (1) full school year], in addition to the days quoted in Article 10.1(a).

10.3 Teachers employed by the Centre for Education will join the plan as of the date of the contract between the Centre for Education and the teacher, or the first teaching day of the teacher, whichever is first in time.

10.4 Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave, pursuant to Article 10.1(a) has been expended.

10.5 Where a teacher is employed by the Centre for Education, the Centre for Education shall credit the teacher with any accumulated Sick Leave as credited with the immediately preceding employing Education Entity in Nova Scotia or APSEA, up to a maximum of one hundred and ninety-five (195) days.

10.6 It shall be the responsibility of the Centre for Education to maintain a record of days credited to each teacher and days used by each teacher.

10.7 (a) The Centre for Education and the Union recognize their responsibilities to assist and support employees absent due to illness, or disabilities.

(b) If the illness is for more than five (5) consecutive days, or if there is a pattern of absence due to illness, the Centre for Education may require proof of illness, injury or disability, including production of a medical certificate, signed by a licensed medical practitioner, which certificate shall describe the general nature of the illness, injury or disability, its relationship to the teacher's inability to work, and anticipated date of return to work.

(c) The parties agree to use the "Request for Functional Information of Presenting illness/injury" form as contained in Appendix "A" to this Agreement and such information shall be kept confidential.

10.8 Sick Leave shall be considered continuous employment with the Centre for Education for the purposes of determining salary increments and pensions.

10.9 The Centre for Education shall inform each teacher on each pay advice the number of days credited to the teacher.

10.10 When any teacher employed by the Centre for Education and on sick leave under this Article, is unable to commence teaching in September because of illness or injury, the Centre for Education shall pay that teacher according to Sick Leave including accumulated days.

10.11 Subject to the provisions of Article 10.2, Sick Leave shall cease to accumulate after a teacher leaves the employ of the Centre for Education but any accumulation of Sick Leave to the date of departure shall be reinstated if the teacher resumes teaching for the Centre for Education.

10.12 Any permanent or probationary contract teacher who has used their accumulated sick leave and becomes ill may, at the discretion and approval of the Centre for Education, draw an advance on Sick Leave to a maximum of ten (10) days.

10.13 Should a teacher not return to their employment with the Centre for Education in the following year, as a result of termination of employment, such advance of Sick Leave payment as per Article 10.12 will be payable to the Centre for Education by the teacher, upon request by the Centre for Education.

10.14 Where the Centre for Education has reasonable concerns about the teacher's ability to perform the teacher's regular assignment upon the teacher's return to work, the parties agree to open discussion to jointly develop the proper procedures to be followed.

10.15 A teacher shall be permitted to use a total of seventeen (17) weeks from accumulated Sick Leave for absence arising from or during pregnancy subject to medical certification. This Article shall be inoperative while the EI Maternity Program is in effect as contained in the Teachers' Provincial Agreement.

10.16 In the event that a teacher informs their supervisor that the teacher requires a day for sick leave to attend a medical appointment, and subsequently the school is closed on that day, and the appointment is cancelled by a practitioner, or teacher due to safety or travel concerns, then it will not be credited against the teacher's sick leave.

ARTICLE 11 – BEREAVEMENT/SPECIAL LEAVE

11.1 (a) A teacher shall be granted ten (10) days without loss of pay and benefits immediately following each death of a spouse or child. Spouse means either: the member's legally married spouse or a person living with the member on a continuous basis in a conjugal relationship that is not a legal marriage, provided such relationship has existed for at least twelve (12) consecutive months.

(b) A teacher shall be granted five (5) days without loss of pay and benefits immediately following each death of: parent, birth parent, step-parent, child-in-law, step-child, grandchild, sibling, parent-in-law, fiancée, former guardian, foster child in residence, grandparent, parent of the teacher's child, grandparent of the teacher's child.

(c) A teacher shall be granted three (3) days without loss of pay and benefits immediately following each death of a sibling-in-law, sibling of a parent, child of a sibling.

(d) Teachers shall be granted one (1) day without loss of pay immediately following each death of a grandparent-in-law, aunt-in-law or uncle-in-law.

(e) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.

(f) Where the interment or memorial service is not held within the time noted in 11.1, a teacher may defer up to three (3) of the days provided in 11.1a, b, c, or d.

(g) For application purposes, immediately following refers to the 14-day calendar period following the death of the associated individual.

11.2 (a) A teacher shall be granted up to five (5) days without loss in pay and benefits for each incident for each serious illness of the persons referred to in Article 11.1 (a) and (b).

11.3 (a) A teacher shall be entitled to Special Leave for a maximum of five (5) days without loss of pay and benefits in any school year for urgent and imperative responsibilities. Responsibilities shall be defined as a victim of fire or flood or other natural disasters, to act as an executor of an estate for the specific day(s) required to fulfil such duties, or such other as may be approved by the Regional Executive Director of Education or designate. The leave shall be for the purpose of addressing the urgent and imperative matter. The teacher responsible shall return to work once the matter is under control.

(b) With approval, these days may be used for care and comfort measures attending to the illness or medical treatment of the persons referred to in Article 11.1 (a) and (b).

11.4 Special leave to a maximum of three (3) days per school year, with pay, may be granted to teachers in the employ of the Centre for Education at the discretion of the Director of Human Resources. By August 15 of each year, the Director of Human Resources and the Regional Representative Council chair will discuss the application of this article.

11.5 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Principal, be permitted to attend and the day shall be a claimable day.

11.6 Total allowable days granted to a teacher following a multiple death event shall be determined through consultation between the teacher and the Centre for Education.

11.7 For the purposes of Article 11.4, “teachers” shall include substitute teachers who have been classified as regular teachers for salary purposes pursuant to Article 32.02 of the Teachers’ Provincial Agreement.

11.8 The Centre for Education shall, upon application, grant up to three (3) days leave with pay or other accommodations for practicing adherents of established religious faiths to participate in recognized holy days of their religion.

ARTICLE 12 – LEAVE OF ABSENCE

12.1 The Centre for Education shall grant a one (1) year Leave of Absence to a permanent contract teacher continuing in the employ of the Centre for Education who applies for such leave for the purpose of study, research, travel, service as an official of a teachers’ professional organization, or attendance to personal affairs.

12.2 On completion of a one (1) year Leave of Absence for the purpose of study, research, travel or service as an official of a teachers' professional organization, the Centre for Education shall grant a second such leave upon request. The Centre for Education may grant a second such leave for attendance to personal affairs.

12.3 Applications for a Leave of Absence for a full year shall be submitted to the Director of Human Resources on or before April 1st of the school year prior to the one in which leave is desired. The Centre for Education shall provide its reply within thirty (30) days of receipt of an application.

12.4 When a Leave of Absence for a full school year is granted to a teacher, the teacher cannot cancel the leave after April 15th of the year in which such application is made without the approval of the Centre for Education.

12.5 Applications for a Leave of Absence of less than one (1) year shall be applied as follows:

- (a) for a Leave of Absence for five (5) days or less duration shall be applied for in writing to the Director of Human Resources as soon as possible and, except in exceptional circumstances, not less than one (1) week prior to the anticipated date of the commencement of the leave; and
- (b) for a Leave of Absence greater than five (5) days and less than one full year shall be applied for not less than thirty (30) days prior to the anticipated date of the commencement of the leave. The Centre for Education shall explain the denial of an application for a leave of absence of less than one (1) month to the applicant with a copy to the Chair of the RRC.

Permission to take such leave shall not be unreasonably withheld provided the absence will not unduly affect the teaching and learning environment.

12.6 The Union shall be informed of all the names of successful and unsuccessful applicants for leave of absence greater than thirty (30) days.

12.7 All pay and benefits of a teacher shall be suspended while a teacher is on Leave of Absence and shall be reinstated when the teacher returns from the Leave of Absence.

12.8 On completion of Leave of Absence the teacher will be assigned to the position they would have held if they had not been on Leave of Absence.

12.9 Teachers on Leave of Absence shall make their intentions for the following school year known to the Centre for Education, in writing, on or before March 1st of the current school year. If no notice has been received by the Centre for Education as of March 1st, the Centre for Education shall contact the teacher by registered or certified mail and, if no response is received by the Centre for Education by April 15th, the teacher shall be deprived of their benefit pursuant to Article 12.8. The requirements of this Article 12.9 shall be included in the letter approving the leave of absence.

ARTICLE 13 – LOCAL UNION TIME

13.1 The Centre for Education shall provide a maximum of ten (10) days in each school year with pay for Union release time to allow designated teachers to carry out their duties of office. These days are to be used at the discretion of the Union. The chairperson(s) of the RRC shall advise the Director of Human Resources in advance when days are required by a teacher.

13.2 In addition to the days provided for in Article 13.1 the Centre for Education shall allow the Union to allocate additional days to designated teachers to perform their duties of office provided that the Union pays to the Centre for Education the actual cost (including related benefit costs) of the replacement teacher(s).

13.3 Days as provided in Articles 13.1 and 13.2 are in addition to paid days claimed under Article 31 – Other Absences of the Teachers’ Provincial Agreement or when the Centre for Education, or an agent of the Centre for Education, requests a meeting with a teacher(s).

13.4 The Union shall supply to the Centre for Education the names of its designates as soon as possible, but no later than October 1st of each year and the Union and the Centre for Education shall then develop appropriate arrangements to minimize disruption to students.

13.5 Designated teachers using days shall make every reasonable effort to inform their immediate supervisor in advance of the leave.

ARTICLE 14 – UNION REPRESENTATION

14.1 Every teacher shall have the right to have a Union representative designated by the teacher present at any discussion with supervisory personnel which the teacher believes might be the basis of disciplinary action.

- 14.2 Where a supervisor intends to interview a teacher for disciplinary purposes, the supervisor shall make every effort to notify the teacher in advance of the purpose of the interview in order that the teacher may contact the Union to arrange Union representation, providing that this does not result in an undue delay of the action being taken.
- 14.3 Articles 14.1 and 14.2 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 15 – NEW TEACHERS

- 15.1 The Centre for Education agrees to acquaint new teachers with the fact that this Agreement is in effect and with the deductions provided for in Article 52 of the Teachers' Provincial Agreement.
- 15.2 The Centre for Education shall provide new teachers a link to this Agreement posted according to Article 34.2.

ARTICLE 16 – SUMMER SCHOOL EMPLOYMENT

- 16.1 If the employer provides summer school classes for students, teachers will be first appointed from the teachers presently employed by the Centre for Education who express an interest in teaching summer school classes and who are deemed qualified and competent by the Centre for Education to do so.
- 16.2 When choosing teachers for summer school classes, first consideration will be given to teachers who have successfully and satisfactorily taught the course in the immediately preceding summer school and/or school term.
- 16.3 Salary shall be at the rate determined by the Centre for Education.
- 16.4 There shall be no additional benefits for teachers of summer school.

ARTICLE 17 – TEACHER ASSIGNMENTS

- 17.1 A teaching position is a designation to a school, or schools, or circuit, or to the regional support level by the Centre for Education.
- 17.2 The Strait Regional Centre for Education, through the Regional Executive Director of Education, determines the teaching position(s).
- 17.3 (a) New teachers shall be given a teaching position upon signing the original contract with the Centre for Education.

- (b) Any teacher who is to be declared displaced from a teaching position, shall be notified not later than May 7th but prior to the posting for the first round of voluntary transfers. A list of names of teachers who are not being retained on school staff will be provided to the Union.
- (c) Teachers already in the employ of the Centre for Education who are not declared displaced shall be deemed not to have any change to their existing teaching positions.

17.4

- (a) School(s) teaching assignment(s) is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.
- (b) The Principal(s), in consultation with their staff determine school(s) teaching assignment(s). Consultation between the Principal and teachers concerning teaching assignments should begin as early as possible, but not later than March 1st. After consultation with all teachers, reasonable efforts will be made to appoint teachers to subjects, grades, and/or areas of preference, subject to the teacher possessing the qualifications necessary, the needs of the school and suitability for the position. Upon the teacher's request, the principal will meet to review the reason (s) for the decision.
 - i. Consultation shall include one-on-one meeting(s) with teachers, especially those who may have a significant change in their assignment.
- (c) School(s) teaching assignment(s) including tentative major subject areas and tentative grade level for the ensuing school year will be provided to teachers by May 7 of each year. Teachers shall be required to sign Notice of Assignment within two (2) days after receipt of said Notice. For teachers scheduled to be on leave for the ensuing year, assignments shall also be given on the basis of what they would have been except for the leave. For greater certainty, teachers on leave are subject to the same conditions as those teachers not on leave.
- (d) Teachers shall receive from the Principal or Principal designate a tentative schedule of their upcoming assignment for the next school year prior to August 1st with all course assignments.
- (e) The parties to this Agreement agree that from time-to-time substantive changes in assignments will be required. In such cases the affected teachers, upon request, will have an opportunity to have the new assignment reviewed by the Principal. If after such review, the matter remains unresolved, a written response by the Principal will be provided to the teacher and the Union outlining the reasons for the change in assignment.
- (f) Any teacher on leave must contact their Principal to commence consultation prior to March 1st.

ARTICLE 18 – ASSIGNMENTS (SEMESTERING)

18.1 Where in exceptional circumstances the Centre for Education designates a teacher (holding a full-time permanent or probationary contract) to one position in a school for the first semester of a school year and a second position in another school for the second semester, the following shall apply:

- (a) unless there is mutual consent of the teacher and the Centre for Education, such semester designation shall only be made in accordance with Article 22 – Centre for Education-Initiated Transfer;
- (b) such a dual position shall be on a year-to-year basis;
- (c) for purposes of future teaching positions, the teacher shall have been considered to have been only in the first position (base school) during the school year; and
- (d) any teacher given a semester assignment pursuant to this Article shall be compensated for additional travel from the teacher's school to the new school.

ARTICLE 19 – TEACHING STAFF ALLOCATION PLAN

19.1 By May 1st , but no later than May 7th, in each school year, the Centre for Education shall have a teaching staff allocation plan formulated for the following year, said plan to indicate the manner in which the Centre for Education intends to staff its schools and the allocation of supervisory personnel, specialists, and teachers to the region and its schools.

19.2 Prior to the commencement of the transfer process outlined in Article 21, the Director of Human Resources shall provide a copy of the Teaching Staff Allocation Plan to, and shall meet with, the Chair of the RRC to review said Teaching Staff Allocation Plan.

19.3 By no later than May 7th, the Centre for Education shall cause to be prepared, a list of surplus permanent and probationary teachers scheduled for lay-off in the region, and/or potential surplus within schools.

ARTICLE 20 – SENIORITY AND STAFF REDUCTION

Seniority

20.1 Seniority shall denote the period during which the teacher has been continuously employed by the Centre for Education or its predecessors.

20.2 Seniority shall continue to accumulate:

- (a) during a teacher's absence as described in Regulations under the *Education Act* or the Teachers' Provincial Agreement;
- (b) during a leave of absence without pay provided the leave is not more than one (1) year;
- (c) in all other cases for which a professional agreement between the Union and the Centre for Education expressly provides;
- (d) during the period provided for a maternity leave, parental leave; and
- (e) during an educational leave with pay.

20.3 Seniority is lost and the teacher's name is removed from the list for any one of the following reasons:

- (a) resignation of the teacher;
- (b) the dismissal which remains uncontested or is confirmed pursuant to the applicable grievance process;
- (c) in the case of a probationary teacher when the teacher is dismissed because the Centre for Education so chooses and not for reasons of staff reduction; and

20.4 Seniority lists shall be established as follows:

- (a) A seniority list showing the names and seniority status of all permanent contract teachers employed by the Centre for Education shall be prepared by the Centre for Education and the Union. After consultation with and approval by the Executive of the Union, a copy of the seniority list as finally approved shall be initialled by the President of the Locals and the Director of Human Resources. The approved list shall be forwarded to the RRC. Such list shall be conclusive evidence of the seniority of permanent contract teachers employed by the Centre for Education, and the said list shall be revised every year.
- (b) A list showing the names and years of service of all probationary teachers employed by the Centre for Education shall be prepared by the Centre for Education. This list shall be revised every year. Following approval by each local Union executive, the seniority list shall be forwarded to the Strait RRC. Nothing in this clause shall affect the probationary status of a teacher being that a probationary teacher is retained at the pleasure of the Centre for Education and may be dismissed without cause.
- (c) Teachers shall be placed on the respective seniority list in accordance with the provisions of Article 20.6.

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

20.6 The order in which names appear on the seniority list shall be determined in the following manner:

- (a) First on the list shall be those currently in the employ of the Centre for Education with the greatest number of consecutive years of teaching service with the Centre for Education.
- (b) Second, where consecutive years of service are the same, the total years of service with the Centre for Education shall be considered.
- (c) Third, where seniority with the Centre for Education is identical after considerations (a) and (b) above, service in the teaching profession will be taken into consideration.
- (d) Fourth, the Centre for Education shall decide which teachers are to be affected by a staff reduction policy if those teachers have the same level of seniority on the list. Where seniority is identical, the order of retention or reduction may vary from the order of the names on the list pursuant to Article 20.10 (a) as determined by the Centre for Education.

20.7 Seniority shall apply only to teachers who hold permanent contracts with the Centre for Education, although probationary staff will be listed.

20.8 When it is necessary to invoke staff reductions, reasonable efforts shall be made by the Centre for Education to encourage natural attrition.

Retention of Teachers

20.9 In the event that staff reduction is necessary, teachers shall be retained by the Centre for Education as follows:

- (a) first, permanent contract teachers in accordance with the seniority list established pursuant to Article 20.4(a); and
- (b) second, probationary teachers, in accordance with and subject to Article 20.4(b).

Program Protection

20.10 (a) If the Centre for Education is of the opinion that the teacher, who is to be terminated in accordance with the seniority provision, is necessary to retain a full complement of teachers in a school to provide the necessary

programs and services the Centre for Education may designate that teacher as being essential to the program.

- (b) In the event that the Union does not agree with the Centre for Education's decision, then procedures as established in Article 21.11 (c) shall apply.
- (c) If the matter is not resolved, the Centre for Education shall proceed in accordance with provisions of the *Education Act* for termination of teacher.
- (d) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be terminated unless there is a teacher in the system holding a permanent contract with greater seniority who is prepared to take further training for the position for which the teacher was deemed necessary for a full complement of teachers within a program. Then, the Centre for Education shall, upon the request of the teacher, grant a Leave of Absence without pay to enable the teacher to complete the appropriate training as determined by the Centre for Education after consultation with the teacher. The Centre for Education shall act in a reasonable manner when determining the appropriate training.
- (e) If a teacher accepts further training, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is undergoing further training returns to the system provided the retrained teacher is then immediately able to fill the requirements of the position.

Staff Reduction

- 20.11 (a) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- (b) Teachers directly affected by staff reduction policy shall be informed by the Centre for Education or its officers as soon as a firm decision is made.
- (c) The Centre for Education shall provide a suitable letter for any teacher leaving because of staff reduction.
- (d) The Centre for Education shall maintain a list of all teachers formerly employed in the system who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the Centre for Education 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.
- (e) Positioning of a teacher on the list pursuant to (d) shall be based on the seniority of the teacher at the time of staff reduction.

- (f) Teachers on the re-employment List, according to their position on the list, shall be given first opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Centre for Education, provided they are qualified, in the opinion of the Centre for Education, to fill the position.
- (g) A teacher's name is removed from the list:
 - i. when the teacher accepts full-time employment as a teacher; and
 - ii. when a teacher has been laid off for a period of three (3) years and is not re-employed by the Centre for Education.

20.12 Teachers unemployed because of staff reduction shall, if they request, be placed on the list of active substitutes and are to be given preference when substitutes are required, provided they are qualified to fill the position.

ARTICLE 21 – TRANSFER OF TEACHERS

- 21.1 (a) The parties acknowledge that priority placements of displaced teachers are the paramount consideration in this Article.
(b) At the earliest possible date the Centre for Education, in consultation with the Union, shall seek alternatives for the teachers on the priority placement list.
- 21.2 The Centre for Education shall make all reasonable best efforts to fill vacant and unfilled administrative positions on or before May 7th of each year.
- 21.3 Only permanent contract teachers (and those deemed to be permanent for the following school year) and teachers on the priority placement list are eligible for transfer pursuant to the provisions of subsection 21.4 – 21.7 of this Article
- 21.4 In order to encourage and promote voluntary teacher transfer, the Centre for Education shall:
 - (a) by May 7th but in no event later than May 14th, compile a list of all vacant and unfilled (one year) positions available for the following school year. In the event that the Centre for Education is unable to complete its staffing requirements by May 7th, but in no event later than May 14th, then an alternate schedule of posting may be mutually agreed upon by the parties; and

(b) continue to publish a list of positions to include any new positions created by the transfer of teachers or as a result of any administrative appointment or any other position that becomes available. The Centre for Education shall carry out two rounds of voluntary transfers. The positions shall be posted for four (4) calendar days. Teachers who transfer to a vacant position can then only subsequently apply to vacant positions.

21.5 Voluntary transfers shall not commence until all teachers have been given their teaching assignments.

21.6 (a) Teachers shall apply in writing to request a transfer to a specific position(s) and shall be assigned a position based on seniority provided they are competent and qualified by training and/or experience for the position. Notwithstanding Article 21.19, a teacher holding a permanent contract who applies for multiple positions may rank the positions in order of preference and shall be offered the highest ranked position based on seniority, for which they would be competent and qualified to receive.

(b) Unsuccessful applicants for voluntary transfer may request an explanation of the successful applicant choice. The name and the position of the successful internal applicants for all positions shall be posted on the Regional Centre's website within 5 days of filling the position. Unsuccessful applicants for voluntary transfer may request an explanation of the successful applicant choice.

(c) Notwithstanding Article 21.6 (a), but following the close of the competition for each of the two (2) voluntary rounds of transfer, in the event that an obvious solution to a problem placement of a teacher on the priority placement list exists, the Centre for Education, may invoke the provisions of Article 22 – Centre for Education-Initiated Transfer – to accomplish same.

21.7 (a) If the position awarded pursuant to Article 21.6 ceases to exist or the teaching assignment is significantly changed, the teacher has the right to return to the original position.

(b) Where the posted qualifications for a position are altered because the position requirements have significantly changed, the position shall be reposted.

21.8 The name and the successful applicants for each position for all rounds of transfers shall be provided by e-mail to the Union within four (4) days of filling the position. Within the same time period the Centre for Education shall also advise each applicant of the name of the successful applicant for the positions applied for by the applicant.

21.9 The Director of Human Resources shall meet with representatives of the Union to discuss all voluntary transfers and shall provide all necessary information to monitor the process.

21.10 Where staff reduction necessitates displacement from a school, teachers shall be transferred out of the school according to their positions in the system seniority list.

21.11 Notwithstanding Article 21.10, the Centre for Education may determine that a program(s), taught by the least senior teacher(s) is/are essential to that school's overall program:

Procedures:

(a) The school Principal in consultation with the Director of Human Resources shall endeavour to fill the declared essential program(s) within the existing staff of the affected school.

(b) If in the judgement of the Centre for Education 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 placed on the priority placement list.

(c) In the event that the Union does not agree with the Centre for Education's decision, then a committee, as referred to in Article 20.10 (b), consisting of three (3) members of the Union and a committee of three (3) members of the Centre for Education shall meet within ten (10) days to discuss the Centre for Education's decision and resolve the matter.

(d) If the matter is not resolved, the matter shall be referred to arbitration. The arbitration shall be conducted by a sole arbitrator chosen by mutual agreement and failing mutual agreement, by a person appointed by the Minister responsible for Labour.

(e) Both the Centre for Education and the Union shall be provided the opportunity to make written and oral submissions to the Arbitrator.

(f) The decision of the Arbitrator shall be binding on both parties.

21.12 To accommodate teachers who are on the priority placement list and who are unsuccessful in obtaining a position prior to the end of the above voluntary transfer process, the Centre for Education shall:

(a) compile a list of remaining positions, following a minimum of two (2) voluntary transfer lists;

(b) include positions not filled through the voluntary transfer process.

21.13 Following the completion of the voluntary transfer process and the listing of positions pursuant to Article 21.12, all teachers remaining on the priority placement list shall be given three (3) days to indicate their preferences to the Centre for Education. Teachers on the priority placement list shall be given the opportunity to fill teaching positions of their choice for which they are qualified by training and/or experience and which remain available within the system. Order of choice shall be granted on the basis of the teacher's system seniority.

21.14 The Director of Human Resources shall meet with a representative(s) of the Union to discuss all transfers off the priority placement list and the opportunity shall be given to both parties to make suggestions for solutions.

21.15 Positions which remain unfilled following the placement of transfers from the priority placement list are available to the Centre for Education for placement/hiring.

21.16 Notwithstanding any of the foregoing provisions of this Article, if, after the end of the foregoing procedures of Article 21, there remain any teachers on the re-employment list, the Director of Human Resources may, following consultation with the Chair of the RRC, place the teacher(s) on the re-employment list into vacant or unfilled positions which remain available during the transfer process and for which the teacher has the qualifications, abilities, and experience. The permanent contract teacher(s) displaced shall be placed back into his or her original position(s) should it become available during the transfer process, or a position mutually agreed upon by the teacher and the Director of Human Resources following consultation with the Chair of the RRC.

21.17 The Centre for Education shall provide to the Union a list of term teachers prior to the commencement of the filling of the positions pursuant to Article 21.18.

21.18 Following the two (2) rounds of voluntary transfer of teachers, all remaining positions and any new and unfilled positions shall be filled by the Centre for Education in the following manner:

- (a) first, permanent (and those deemed to be permanent for the following school year) contract teachers for any vacant or unfilled (full-year) position arising before June 30th in any year;
- (b) second, teachers on the re-employment list that have not been placed pursuant to Article 21.16; and
- (c) third, term contract teachers pursuant to Articles 33.01(i) and 33.08 of the Teachers' Provincial Agreement who have at least two (2) full-time consecutive years with term contracts with the Centre for Education

in the immediately preceding school years in order of seniority on the basis of consecutive contract service with the Centre for Education, provided the teacher is, in the judgement of the Centre for Education, qualified to fill the position. Such positions shall be offered in the following order:

- a. regular teaching positions
- b. term positions pursuant to Article 33.01 (i) of the TPA;
- c. any other term position.

(d) fourth, term contract teachers:

- i. who have term contracts in consecutive school years with the Centre for Education; and
- ii. whose total term contracts have been for a minimum of (60) days in each of those consecutive school years; and
- iii. whose aggregate of the term contracts are at least three hundred and ninety (390) days taught and claimed in order of the most days taught and claimed, provided the teacher is, in the judgement of the Centre for Education, qualified to fill the position so offered. Said positions shall be offered in the following order:

- a) regular teaching positions;
- b) term positions pursuant to Article 33.01(i) of the Teachers' Provincial Agreement;
- c) any other term position.

A teacher who has achieved service as described under 21.18 (c) and (d), shall have service deemed to be unbroken if followed by service of a minimum of one hundred and fifty (150) full or part time consecutive teaching days to take the place of the same regular teacher.

(e) fifth, term contract teachers whose aggregate of term contract service, in consecutive school years, with the Centre for Education in the immediately preceding school years, is at least one hundred and ninety-five (195) days.

- i. Whose total term contracts have been for a minimum of sixty (60) days in each of those consecutive school years; and
- ii. Whose current term contract is for a minimum of 100% for one semester or 50% of the school year.

(f) sixth, applicants who received an 'Intention to Hire' letter from the Centre for Education.

(g) seventh, new teachers.

21.19 Teachers hired or recalled into vacant positions in the following specialty areas – Technology Education, French (Core and Immersion), Resource, Speech Language Pathology, School Psychology, or School Counselling or in other areas of special need identified by the Centre for Education following agreement with the Union shall, during the first five (5) years after the teacher is hired into any one of the foregoing specialty areas, be restricted to transfer only within that specific specialty area, provided they are qualified. A teacher's five (5) year transfer restriction shall be calculated from the date a teacher's probationary contract or teaching service deemed to be probationary begins.

21.20 Term teachers identified in Article 21.18 (c), (d), and (e) 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 recall list. The recommendation and evaluation shall be provided to the teacher on or before seven (7) days prior to the commencement of the filling of the positions pursuant to Article 21.18. A term teacher who does not receive a recommendation or an evaluation may be placed on the Term Recall list for the ensuing school year. A term teacher who is not recommended for placement on the Term Recall list and who receives an unsatisfactory evaluation may appeal the decision to the Director of Human Resources and has the right to have a Union Representative present at this meeting.

21.21 Notwithstanding Article 21.2, in the event that school construction results in the closure of a school or part of a school the provisions of Article 26 (School Facility/Building Closures) will apply.

21.22 In the event that in a particular school year a teacher is required to leave a school pursuant to Article 21.10 and by September 20th of the immediately ensuing school year, a comparable position is reinstated or becomes available in that school, the teacher, if competent and qualified by training and/or experience, shall have the option of returning to that school in the same or mutually agreed upon position.

21.23

- (a) Teachers who are assigned to more than one school on a regular basis will be designated as “circuit teachers”.
- (b) Said teachers shall be assigned to a base school.
- (c) If the circuit teacher is assigned to a different base school, such change shall be made pursuant to the transfer process outlined in this Article.

21.24 Any vacant position that becomes available after June 30th shall be filled as a one (1) year position for the ensuing school year and, if so, shall be posted on the first round of postings the next year if still available.

21.25 Notwithstanding any other provision of this Article, where there is a compelling demonstrated need to hire for a specialized assignment or for purposes of affirmative action the Centre for Education may, following consultation with the Union, remove the position from the provisions of this Article and proceed to recruit externally.

21.26 The parties recognize that between the initial staffing and September 30th, circumstances may develop which impact upon staff and may necessitate a transfer. Such transfers should be achieved by a voluntary process where possible. Any teacher who voluntarily transfers shall be returned to the teacher's original school at the end of the school year. If there are no voluntary transfers, then the provisions of Article 22 – Centre for Education Initiated Transfer – shall apply.

ARTICLE 22 – CENTRE FOR EDUCATION-INITIATED TRANSFER

22.1 A teacher, including supervisory personnel, may be transferred from one position to another position only after mutual discussion between the teacher and the Centre for Education. The teacher or supervisory personnel scheduled for transfer shall have the right to have union representation present during discussions surrounding the transfer.

22.2 It is agreed that in all cases involving the transfer of a teacher from one school to another (where there is not mutual consent between the Centre for Education and the teacher), such change may be made after prior consultation with the teacher affected. In effecting such transfers, the Centre for Education:

- (a) shall not act unjustly, unreasonably, arbitrarily, discriminatorily, or in bad faith;
- (b) shall, without limiting the generality of sub-paragraph (a), take into consideration the following matters:
 - i. the necessity of protection of program;
 - ii. the teacher's wishes;
 - iii. the teacher's age;
 - iv. the teacher's qualifications and teaching experience;
 - v. the programs involved;
 - vi. the teacher's proximity to retirement;
 - vii. the residence of the teacher;
 - viii. whether the teacher has a license to drive a motor vehicle;
 - ix. any physical disabilities or health problems of the teacher;
 - x. the availability of car pools or other means of transportation;
 - xi. the availability of other equally qualified teachers for the position to be filled;
 - xii. the community activities of the teacher involved; and

- iii. the initial assignment held by the teacher with the Centre for Education;
 - (c) shall, if requested, give the teacher written reasons for the transfer within ten (10) days and forward a copy to the Chair of the REWC.
- 22.3 In the event that a teacher grieves a transfer effected pursuant to Article 22.2, the Centre for Education shall bear the burden of establishing that the transfer was in compliance with Article 22.2.
- 22.4 In the event that a teacher grieves a transfer effected pursuant to Article 22.2:
 - (a) all of the time limits in Article 7 – Grievance/Arbitration shall be reduced by fifty (50) percent;
 - (b) the Arbitrator shall have the authority to make an interim award delaying transfer until the grievance is resolved; and
 - (c) for the purposes of Article 7 – Grievance/Arbitration, “effective knowledge” remains as ten (10) days from the date of the receipt of the reasons given pursuant to Article 22.2.
- 22.5 No teacher shall be transferred after October 1st unless by mutual agreement of the teacher and the Centre for Education.

Centre for Education-Initiated Transfer

- 22.6 (a) Notwithstanding Article 21 – Transfer of Teachers and Article 22.2 – Centre for Education-Initiated Transfers – in the event that displacement occurs in a school, a teacher(s) may be transferred to another school. The provisions of Article 26 – School Facility/Building Closures – shall apply before the provisions of this Article.
 - (b) In effecting transfers pursuant to sub-clause (a), the Centre for Education shall consider qualifications and place of residence.
- 22.7 Any teacher transferred pursuant to Article 22.6 shall be compensated for the difference of travel to and from their place of residence to the previous school for a period of one (1) year provided the distance to the new school exceeds the distance to the teacher’s previous school by at least forty (40) kilometres.
- 22.8 Such compensation shall be at the rate established by the Teachers’ Provincial Agreement and shall be paid no later than the fifteenth (15th) day of the following month.

22.9 In instances of Centre for Education initiated transfers, necessitated by school-based displacement, the teacher transferred shall be offered the first available position for which they are qualified which becomes vacant at their original school. The Centre for Education shall notify said teacher of the vacancy in their original school as soon as the vacancy is determined.

22.10 In any transfer made pursuant to this Article 22, the Centre for Education shall be as open and transparent as reasonably possible and shall involve reasonable consultation with the Union.

ARTICLE 23 – ADMINISTRATIVE APPOINTMENTS

23.1 (i) The Centre for Education shall post all vacant and unfilled administrative and supervisory positions on the Centre for Education's website for at least five (5) calendar days prior to the closing date of applications. The posting is to be a separate posting and clearly titled administrative postings.

(ii) All teachers are eligible to apply for positions pursuant to 23.1 (i).

(iii) The Centre for Education shall post the name of the successful applicant on the Centre for Education's website within twenty (20) days of the approval.

23.2 Promotion of teachers to supervisory positions shall be based upon abilities and qualifications and, where abilities and qualifications are shown to be relatively equal, seniority shall be the determining factor.

23.3 For greater certainty, neither this Article 23 nor other provisions of this Agreement apply to the selection process for any position with greater supervisory responsibility than a department head.

ARTICLE 24 – EXCHANGE IN REGION

24.1 Permanent contract teachers seeking one (1) year exchanges within the Centre for Education shall apply in writing on the approved form to the Director of Human Resources by January 15th.

24.2 The Centre for Education shall undertake to publish by February 1st 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 February 15th.

24.3 To encourage In-Region Teacher Exchanges, the Centre for Education shall guarantee teachers entering into an exchange, reinstatement to the position held immediately prior to the exchange or, if that position no longer exists, the teacher shall be governed by the provisions of this Agreement.

24.4 All In-Region Teacher Exchanges shall be subject to the approval of the Director of Human Resources or designate, and following consultation with the teachers and their respective Principals, shall decide whether such exchange shall be authorized and the applicants shall be notified before March 30th.

24.5 With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.

24.6 If an agreement is renewed for a third consecutive year, the exchange shall become permanent.

24.7 (a) Should a staff reduction occur affecting either of the exchange teachers during the staffing process, then the teacher exchange shall be rescinded by the Centre for Education.
(b) Should staff reductions occur after the teacher exchange has been made permanent, the teacher approved for that school will follow the provisions in this Agreement.

24.8 When the Centre for Education approves an exchange under this Article, the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.

24.9 It is understood that all applicants must be immediately qualified to undertake the position proposed in the exchange.

ARTICLE 25 – SHARED TEACHING

25.1 The parties agree to implement job sharing provisions for teachers as outlined in Appendix “B”.

25.2 Any permanent contract teacher shall be free to enter a shared teaching arrangement with any other permanent contract teacher or any other teacher approved by the Centre for Education.

25.3 The Management-Teacher Committee shall strike a sub-committee to examine shared teaching arrangements if required.

ARTICLE 26 – SCHOOL FACILITY/BUILDING CLOSURES (All or Part)

- 26.1 When the Centre for Education deems it necessary to close all of a school or part of a school and transfer students to another school, notification shall be given to the Union as soon as possible.
- 26.2 When an entire school is to be closed, staff shall be transferred with their students to the different facility(ies).
- 26.3 When only a partial closure occurs, teachers transferred shall be those teachers whose current teaching assignment has been spending the greater percentage of their time with the student transferees.
- 26.4 Upon placement in their new facility, staff shall acquire seniority placement based upon their respective position on the system wide seniority list.
- 26.5 Individual designations pursuant to Articles 26.2 and 26.3, which result in unusual personal difficulties shall, upon the request of the teacher, be reviewed by the Management – Teacher Committee which will make every reasonable effort to resolve such difficulties.
- 26.6 There shall be a joint consultation committee established for each school closure or partial school closure. The Committee shall consist of four (4) members, two (2) appointed by the Centre for Education and two (2) appointed by the Union. The mandate of the Committee is to facilitate a smooth transition of teachers to their new position.

ARTICLE 27 – TEACHER WORKLOAD

- 27.1 Every teacher shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. to 1:00 p.m.
- 27.2 Teachers required to travel for the purposes of their assigned duties shall have a lunch break of at least (30) minutes per day between the hours of 11:00a.m. and 1:00p.m. separate and apart from the required travel time and preparation time as cited in the Teachers' Provincial Agreement applicable to the Centre for Education.
- 27.3 The essential health and welfare needs of teachers shall be accommodated within their workload.
- 27.4 The Centre for Education and the Union agree that issues of workload may properly be referred to the Management-Teacher Committee for consideration and recommendation.

ARTICLE 28 – PROGRESS CONFERENCE MEETINGS

28.1 The Centre for Education shall schedule the date and time of all progress conference meetings, based on the provincial school calendar, which may include up to three (3) one-half (1/2) days each coupled with an evening session.

ARTICLE 29 – INCLUSION

29.1 If a teacher has a concern that the Special Education Policy of the Centre for Education Individual Programming Plan (IPP) with respect to the development of the Individualized Program Plan for a student has not been followed by the Student Planning Team, the teacher, accompanied by a representative of the Union, if the teacher so requests, shall meet with a Coordinator of Student Services who may require a meeting of the Student Planning Team to ensure that the policy of the Centre for Education is followed.

29.2 In an inclusive classroom where it is necessary to make accommodations for individual students, the necessary planning and consultation shall begin as early as possible.

29.3 The planning and consultation referred to in Article 29.2 shall follow the following procedure:

- a. A Student Planning Team, consisting of, at least, the teacher(s) involved, parents (or guardians), the student (where appropriate), administration of the school and appropriate supervisory personnel shall assume responsibility for the maintenance of resources, coordination of services, and provision of support structures designed to ensure the effective provision of education for all students;
- b. The Student Planning Team shall be chaired by an education professional;
- c. The Student Planning Team may, among other things make recommendations on the provision of:
 - i. a teacher assistant;
 - ii. accommodations;
 - iii. an individual program plan;
 - iv. necessary teaching materials, resources and equipment; inservicing;
 - v. other reasonable and necessary support requested by the teacher; and
 - vi. manipulation of variables such as classroom organization, evaluation techniques and the need for provision of time for planning and implementation.

29.4 The parties recognize that quality time is required to carry out program planning, however, individual IPP meetings held outside instructional time should not normally exceed one hour per day.

29.5 The Centre for Education shall, where reasonably possible, have the support provided to the teacher pursuant to Article 29.3 in place at the time the student with special needs is placed in the classroom.

ARTICLE 30 – EDUCATIONAL CHANGE

30.1 For the purposes of this Agreement the term “Educational Change” shall refer to significant:

- (a) curriculum changes;
- (b) new instructional strategies or new initiative; and
- (c) introduction of equipment, related material, resources or processes.

30.2 The parties recognize the authority and responsibility of the Centre for Education to implement curriculum change and that significant change requires time and support.

30.3 When Educational Change is to be introduced by the Centre for Education, the Centre for Education shall notify the Union in writing or by email at least ninety (90) calendar days before the introduction of the Educational Change.

30.4 When an Educational Change is announced by either the Department of Education and Early Childhood Development or the Centre for Education, the change shall be referred to the Management-Teacher Committee to develop an action plan.

30.5 The Committee shall make recommendations leading to implementation of the Educational Change through a process of consensus building and within the financial constraints of the Centre for Education.

30.6 The Committee shall consider and, if they so desire, make recommendations which may include but not be limited to:

- (a) strategies of and rationale for the implementations;
- (b) time lines for implementation;
- (c) in-service support;
- (d) in-service strategies;
- (e) recommendations for study leaves;
- (f) the identification of and supply of resource materials such as articles, text and other related educational books and readings;
- (g) an evaluation schedule;
- (h) a human resource listing;

- (i) a listing of related courses which should be made available for a recommended number of teachers;
- (j) the supply of instructional materials required; and
- (k) the provision and supply of facilities and special equipment needed and a support budget.

ARTICLE 31 – SCHOOL CLIMATE

- 31.1 The parties acknowledge proper school discipline is essential to educational achievement and a positive school climate. Further, abusive acts by pupils against teachers will not be tolerated and the Centre for Education will act in an expeditious, comprehensive, and appropriate manner should such situations occur or when other breaches of discipline take place.
- 31.2 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 31.3 When a discipline concern is unresolved at the school level, a teacher(s), accompanied by a Union Representative if so desired, shall have the right to address the issue with the appropriate Coordinator.
- 31.4 If the discipline concern remains unresolved, the teacher shall have the right, accompanied by a Union Representative if so desired to address the issue with the appropriate Director.

ARTICLE 32 – TEACHER IN CHARGE

- 32.1 At the beginning of each school year a teacher may apply to the Principal of the school to be designated as a Teacher in Charge.
- 32.2 The Director of Human Resources shall inform all successful candidates who have been designated as a Teacher in Charge.
- 32.3 In the event that the Principal or Vice-Principal assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article or the duties assigned by the administration.
- 32.4 The Teacher in Charge, when requested to act, shall attend to ensuring routine supervision 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 administrative staff.
- 32.5 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.

- 32.6 Where absences of administrative personnel continue for more than five (5) consecutive school days, the position of Teacher in Charge will be mutually agreed upon by the current Teacher in Charge and the Director of Human Resources and the appointed Teacher in Charge will assume assigned administrative duties, excluding only formal evaluation of instruction and personnel.
- 32.7 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function and preference shall be given to a permanent contract teacher. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.
- 32.8 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.
- 32.9 Assumption of the duties of Teacher in Charge should not place an additional burden on any other staff member.

ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY

- 33.1 The Centre for Education, the Union and the teachers agree to cooperate in the prevention of accidents and the promotion of safety and health at all school and work sites. All parties agree to comply with all applicable provisions of the *Nova Scotia Occupational Health and Safety Act*.
- 33.2 The Centre for Education will ensure that at least one (1) teacher at each school has received up-to-date first aid training, including CPR training. Any cost incurred to provide such training shall be the responsibility of the Centre for Education.

ARTICLE 34 – PRINTING OF AGREEMENT

- 34.1 The Union shall have printed, in booklet form, 200 copies equally shared between the Centre for Education and the Union.
- 34.2 The Centre for Education shall post an electronic version of this Agreement for teachers in the bargaining unit as soon as possible after the signing of the Agreement.
- 34.3 The cost of printing shall be equally shared between the Union and the Centre for Education.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Port Hawkesbury, Inverness County, Nova Scotia this 4th day of February 2026.

**NOVA SCOTIA
TEACHERS UNION**

President, NSTU

Witness

President, Antigonish Local

President, Guysborough Local

President, Inverness Local

President, Richmond Local

Chair, Strait RRC

**STRAIT REGIONAL
CENTRE FOR EDUCATION**

Regional Executive Director of Education

Witness

APPENDIX "A" MEDICAL FORM

**Strait**

Regional Centre for Education

Request for Functional Information of presenting illness/injury

Human Resources Department

Strait Regional Centre for Education

304 Pitt St., Unit 2, Port Hawkesbury, Nova Scotia, B9A 2T9

Phone: 625-2191

The Strait Regional Centre for Education (Employer) has developed a return-to-work process to assist employees in their rehabilitation and to restore health and return to employment. In order to have information regarding your current abilities as they relate to your illness or injury please have your Physician/Authorized Health Professional complete this form.

Section 1 (To be completed by EMPLOYEE)

Employee's Name:	Employee Number:
Address:	Telephone (Home):
School/Site:	Telephone (Work):
Immediate Supervisor:	Telephone (Work):
EMPLOYEE: I authorize my Healthcare 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/Cognitive 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 Centre from my physician and will be made aware of any further requests for medical information from the 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 duties?

NO Employee can return to unrestricted work activities.
 YES If yes, please answer the following questions.

If the employee currently has a physical, psychological/cognitive impairment, please complete the Physical/Cognitive Capability Assessment (on reverse side). Please describe the current limitations the employer should bear in mind in the search for suitable transitional duties. PLEASE DO NOT INCLUDE A DIAGNOSIS.

Is the impairment: Temporary or Permanent	Duration of impairment: <input type="checkbox"/> 2-4 weeks <input type="checkbox"/> 4-6 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> >3 mos
Expected date when employee could do restricted duties within the listed abilities/limitations?	Expected date of return to regular duties of work?

When is employee scheduled for a reassessment?

(If applicable) Are there any accommodations that the Employer could take to assist the employee in returning to their duties?

Health Care Provider: The information provided in this document is true and based on my examination of the patient.

Signature: Date:

Name (Print):

Mailing Address:

Telephone Number: **Fax Number:**

NOTE: Any fee applicable to completing this form should be billed directly to the Strait Regional Centre for Education.

PHYSICAL (if applicable):							
* Not applicable							
LIFTING	No restrictions	Occasional	Restricted	STANDING	No restrictions	Occasional	Restricted
Sedentary				1 hr - 2hr			
Light				2 hr - 4 hr			
Medium				4 hr - 6 hr			
Heavy				6 hr - 8 hr			
CARRYING	No restrictions	Occasional	Restricted	WALKING	No restrictions	Occasional	Restricted
Sedentary				1 hr - 2hr			
Light				2 hr - 4 hr			
Medium				4 hr - 6 hr			
Heavy				6 hr - 8 hr			
BENDING	No restrictions	Occasional	Restricted	L ARM USE	No restrictions	Occasional	Restricted
To desk				Above Shoulder			
To the floor				Below Shoulder			
CLIMBING	No restrictions	Occasional	Restricted	R ARM USE	No restrictions	Occasional	Restricted
Stairs				Above Shoulder			
Ladders				Below Shoulder			
SITTING	No restrictions	Occasional	Restricted	R HAND USE	No restrictions	Occasional	Restricted
1 hr - 2hr				General Tasks			
2 hr - 4 hr				Fine Control			
4 hr - 6 hr				Gripping			
SHOULDER MOVEMENT	No restrictions	Occasional	Restricted	L HAND USE	No restrictions	Occasional	Restricted
1 hr - 2hr				General Tasks			
2 hr - 4 hr				Fine Control			
4 hr - 6 hr				Gripping			
COGNITIVE (if applicable):							
* Not applicable							
Supervision of others:	Tolerance to deadlines:			Attention and Concentration:		Multiple tasks:	
* Full abilities * Limited * Unable to supervise * Not applicable	* Full abilities * Can occasionally meet deadlines * Unable to meet deadlines * Not applicable			* Full abilities * Can concentrate but needs regular breaks * Concentration on detail is severely limited * Not applicable		* Full abilities * Can handle multiple tasks if given extra time to complete * Unable to multi-task * Not applicable	
Tolerance to external stimulus:	Ability to interact with others:			Decision making:		Working memory:	
* Full abilities * Can cope with distracting stimulus for portions of the day * Only works in a quiet non distracting work environment * Not applicable	* Full abilities * Limited ability to interact with others * Unable to interact with others * Not applicable			* Difficulty with planning, organizing and decision making * Unable to plan, organize and make decisions * Not applicable		* Full abilities * Some challenges with recent recall of information * Significant challenges with retention and recall * Not applicable	
VOICE	*No Difficulty	* Occasional Difficulty	* Constant Difficulty	HEARING	* No Difficulty	*Occasional Difficulty	* Constant Difficulty
Health Care Provider: The information provided in this document is true and based on my examination of the patient.							
Signature:				Date:			
Name (print)							
Professional Designation:							
Mailing Address:		Telephone & Fax Number:					

NOTE: Any fee applicable to completing this form should be billed directly to the Strait Regional Centre for Education.

APPENDIX “B” **SHARED TEACHING**

Eligibility

Participation in shared teaching is available to teachers in the employ of the Centre for Education.

Percentage

Shared teaching is only possible on a fifty percent (50%) fifty percent (50%) basis.

Certificate

One of the shared teachers must have a permanent contract with the Centre for Education.

Application

The applications must be submitted on or before March 15th of the school year prior to the school year in which the shared teaching is to occur. The Centre for Education will respond to all applications with a firm decision by April 30th.

Supporting Documents

The applications must be accompanied by:

- (a) the application for shared teaching position;
- (b) the proposed teaching schedule;
- (c) the recommendation of the school Principal;

Approval

Approval is at the discretion of the Centre for Education.

Contract

- (a) The teachers shall be employed on a term contract.
- (b) The teachers shall be deemed to be on permanent contract as provided by the *Teachers Provincial Agreement*.
- (c) The teachers must also sign the Shared Teaching Contract.

Return to Full-Time Position

The return to full-time position is at the option of the teachers from school year to school year providing the teachers would not have otherwise been terminated.

Teacher Evaluation

Teachers involved in a shared teaching arrangement shall be evaluated in accordance with the normal evaluation criteria plus evaluations as to how the teachers work as a team.

Duration

Each shared teaching application is for a one (1) School Year. To continue a shared teaching arrangement beyond one (1) School Year, reapplication is required. There is no obligation on the part of the Centre for Education to approve or continue any or all shared teaching arrangements.

Salary

Sharing teachers shall receive pro-rated salary for days taught and claimed in accordance with the approved provincial salary scale. Salary payments shall be made as outlined in the Teachers' Provincial Agreement.

Method of Payment and Pension

Method of payment and pension will be in accordance with the Teachers' Provincial Agreement.

Seniority

Each sharing teacher shall accumulate one (1) full year of seniority for each year of participation in a shared teaching arrangement.

Parental Visitation

Both teachers in a shared teaching arrangement shall be present for Parent Visitation sessions. If school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid.

In-Service Days

When in-service is held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is encouraged to attend.

Benefits

Teachers on a shared teaching arrangement shall receive the benefits set forth in the *Teachers' Provincial Agreement* for a teacher on a term contract.

Sick leave, maternity leave, service award and salary continuation cost sharing of premium shall be on a prorated basis.

Total care cost sharing of premium, special leave, travel allowance, professional development grants, sabbatical leave, leave of absence shall be a full benefit and shall not be prorated and all other full benefits of the Agreement between the Centre for Education and the Union shall apply.

Communication

Teachers involved in a shared teaching arrangement shall be expected to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

Substitution

In the event that one of the sharing teachers is not available to teach their students at their scheduled time, the other sharing teacher is the preferred substitute. Such substitute shall receive pay in accordance with the Teachers' Provincial Agreement.

Opting Out

If the shared teaching position is unsatisfactory, the participant cannot return to full-time teaching, on a permanent basis, until the following School Year. By mutual agreement, and with appropriate approval from the Centre for Education, a teacher may request a leave of absence from their shared teaching assignment.

Application for Shared Teaching Position

Participating Teachers:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Professional #: _____

Professional #: _____

Present Teaching Assignment

School: _____

School: _____

Grade: _____

Grade: _____

Subjects: _____

Subjects: _____

We, the above named teachers hereby apply for a Shared Teaching position for the school year _____.

The position we wish to share involves teaching _____ subjects at the _____ grade level at _____ (school).

We understand that approval or rejection of this application is at the option of the Centre for Education.

Please find enclosed:

1. A copy of our proposed teaching schedule with rationale.
2. Recommendation of school Principal.

Teacher's Signature

Teacher's Signature

Date

Date

SHARED TEACHING CONTRACT

Section I

I, _____ hereby agree to enter a shared teaching arrangement with _____ for the school year _____.

I have read the terms and conditions of the Shared Teaching Agreement as negotiated between the Nova Scotia Teachers Union and the Strait Regional Centre for Education and agree to enter a shared teaching arrangement subject to said terms and conditions.

The said terms and conditions referred to above are contained in Article 25 and Appendix "B" – Shared Teaching Provisions – and the *Professional Agreement* between the Nova Scotia Teachers Union and the Strait Regional Centre for Education.

Witness

Teacher's Signature

Date

Section II

In accordance with the terms and conditions related to Shared Teaching approval is given the above mentioned teacher to participate in a Shared Teaching position for a period of one (1) School Year beginning on _____ and terminating on _____.

Witness

Signature of behalf of Centre
for Education

Date

SHARED TEACHING POSITION

We, the teachers involved in this Shared Teaching Application wish to split this position by alternately teaching.

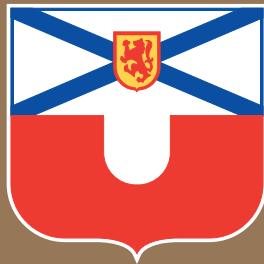
We understand that this or any shared teaching schedule, if approved, cannot be altered or changed throughout the school year without the written permission of the Strait Regional Centre for Education.

RATIONALE FOR PROPOSED SCHEDULE

Teacher's Signature Teacher's Signature

Date

Date



Printed February 2026

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

1-800-565-6788