



COLLECTIVE AGREEMENT

between the

**SOUTH SHORE REGIONAL
CENTRE FOR EDUCATION**

and the

NOVA SCOTIA TEACHERS UNION

November 29, 2021 – July 31, 2024

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PREAMBLE

This Agreement is made this twenty-ninth (29th) day of November, 2021

BETWEEN:

The **SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**, a Centre for Education established pursuant to the *Education Reform (2018) Act*,

hereinafter referred to as the “Centre”

– and –

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

The parties agree as follows:

ARTICLE 1 — TERM OF AGREEMENT

1.01 Unless otherwise stated, the provisions of this Agreement shall be effective from the date of signing and shall remain in full force and effect until the thirty first day of July 2024 A.D., or until a new Agreement is reached in accordance with the *Teachers’ Collective Bargaining Act* for the Province of Nova Scotia, or this Agreement is amended by mutual consent of the parties.

ARTICLE 2 — DEFINITIONS

2.01 In this Agreement:

- (a) “Abilities” means the acquired proficiency to deal effectively with teaching/administrative situations, which are likely to arise in classrooms, schools or Centre Office.
- (b) “Agreement” means this professional agreement between the Centre and the Union.
- (c) “Centre” means the South Shore Regional Centre for Education, a body corporate established pursuant to the *Education Reform (2018) Act* and is responsible for the educational system under its jurisdiction.
- (d) “Displaced Teacher” means a surplus teacher who, following an opportunity to voluntarily transfer, has not obtained another teaching position of their choice for the ensuing school year and who is being placed in a teaching position through a Centre-Initiated Transfer.
- (e) “Experience” means teaching, administration or work activities relevant to the position being considered.

- (f) “Fiscal Year” means the period from and including the first (1st) day of April in any year up to and including the thirty-first (31st) day of March in the next calendar year.
- (g) “Part-time Teacher” means a teacher employed by the Centre to teach for a specific number of days, or parts of days, per week or month throughout the school year, but fewer than the number of full days prescribed as making up the school year.
- (h) “Qualifications” means the teacher’s certificate, degrees, major and minor areas of study and courses, including study in progress or completed in specialized areas that relate to teaching or the teaching/administrative assignment and may also include, but may not be limited to, short courses, participation in the Aspiring School Administrators Program or personal study approved by the Centre.
- (i) “Regional Economic Welfare Committee” means an organizational structure of the Union representing the economic welfare interests of teachers in the Lunenburg County and Queens Locals of the Union.
- (j) “Regional Executive Director” means a person who holds a teacher’s certificate and is appointed by the Centre to be in charge of the school system.
- (k) “School” means, for the purposes of Article 17 – Security of Position, Article 18 — Teaching Staff Allocation Plan, Article 23 – Transfer and Article 24 – Staff Placement, one or more buildings or part of a building, designated by the Centre as a “school” and administered by a Principal.
- (l) “School Year” means the period from and including the first (1st) day of August in any year up to and including the thirty-first (31st) day of July in the next calendar year.
- (m) “South Shore Regional Representative Council” means an organizational structure of the Union which represents teachers from the Lunenburg County and Queens Locals of the Union.
- (n) “Surplus Teacher” means that teacher in a school who, subject to program protection, is the least senior teacher in that school based upon system wide seniority and who has no position remaining in that school for the following school year.
- (o) “Teacher” means a person defined as a “teacher” in the Teachers’ Provincial Agreement and employed by the Centre under a probationary, permanent, or term contract.
- (p) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- (q) “Teaching Assignment” is the specific teaching responsibility consisting of factors such as classes, course loads, and grade levels for a school year or semester.

- (r) “Teaching Position” is at a school or schools or circuit or at the regional support level on a yearly or semester basis.
- (s) “Unfilled Position” means a position for which there is an incumbent teacher.
- (t) “Vacant Position” means a position for which there is no incumbent teacher.
- (u) “Working Day” means any day except Saturday, Sunday, a statutory holiday, or any other holiday recognized by this Agreement.

ARTICLE 3 — FAIRNESS

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

ARTICLE 4 — RECOGNITION

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

ARTICLE 5 — CENTRE POLICIES AND INFORMATION

- 5.01 The Centre shall inform the Presidents of the NSTU Locals and the Chairs of the Regional Representative Council and the Regional Economic Welfare Committee of any termination of contracts within five (5) days of termination.
- 5.02 The Centre shall provide a policy manual on the Centre’s web site.
- 5.03 The Centre shall forward, via e-mail, a draft of proposed changes in education or personnel policies that directly affect teachers to the Presidents of the NSTU Locals and the Chair of the Regional Representative Council.
- 5.04 The Union shall have a right to respond to draft policy(ies) within thirty (30) days of receipt of same or within such time as the Centre may direct. The Centre shall acknowledge receipt and review of the Union response.
- 5.05 The Chair of the Regional Representative Council and Presidents of the NSTU Locals shall be emailed policy revisions.

ARTICLE 6 — MANAGEMENT-TEACHER COMMITTEE

- 6.01 The purpose of the Management Teacher Committee is to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.
- 6.02 The Committee shall be composed of:
- (a) Four (4) NSTU representatives appointed by the Union; and
 - (b) Three (3) representatives of senior management, being:
 - (i) Regional Executive Director;
 - (ii) Director of Programs and Student Services;
 - (iii) Director of Human Resources
- 6.03
- (a) The Committee shall meet not less than four (4) times per year and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. The first meeting of the Committee shall take place prior to October 15, meeting dates will be selected and meeting norms will be established. During the staffing process, one meeting shall take place prior to job postings and one meeting shall take place prior to June 15. The fourth meeting shall take place on a mutually agreed upon date. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
 - (b) Any member of the Committee who wishes to have any particular matter discussed at a meeting of the Committee shall notify the Chair at least five (5) days before the date of the meeting and the Chair will then add that subject to the agenda for that meeting.
 - (c) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting but, with the consent of the parties, any additional matter may be added to the agenda at the meeting.
 - (d) The Chair position will alternate between the Union and the Centre's representatives.
 - (e) Management will assign a regional office administrative assistant who, in consultation with the Chair, will be responsible for preparing and circulating the agenda and minutes.

(f) Minutes of each meeting shall be prepared and distributed within ten (10) business days of the meeting and approved at the following meeting.

6.04 In order to foster cooperation between the parties, at the first meeting of the Committee each school year the Committee shall schedule and arrange an informal meeting between the Committee and the South Shore Regional Representative Council.

ARTICLE 7 — GRIEVANCE PROCEDURE

7.01 For the purpose of considering and attempting to settle any dispute or complaint regarding the interpretation, application, or administration of this Agreement, the procedure set out in this Article shall be followed.

7.02 The Union shall, no later than September 30 of each school year, appoint, and the Centre shall recognize, a committee of the Union, representing all teachers employed by the Centre, to deal with grievances. This committee shall be known as the Union Grievance Committee. The Union shall inform the Centre in writing of the members of the committee or any change in the membership.

7.03 If a teacher or the Union has a dispute with the Centre or its representative regarding interpretation, application, administration, or any alleged violation of this Agreement, the dispute shall constitute a grievance, and the teacher or the Union shall process the grievance according to the procedure in this Article.

7.04 Informal Process

Wherever considered practicable the teacher(s), within ten (10) days of the effective knowledge of the facts which give rise to an alleged grievance shall discuss the matter with their immediate supervisor. The immediate supervisor shall answer the matter within ten (10) days of the discussions. When any matter cannot be settled by the foregoing informal procedure, it shall be deemed to be a “grievance” and the procedure in Step One, Step Two, and Step Three shall be followed.

7.05 Formal Process

Step 1

- (a) The aggrieved teacher, with or without a representative and with or without the Chair of the Union Grievance Committee, shall submit the grievance to the Coordinator of Human Resources or designate within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. The teacher shall provide a statement with a summary of the facts giving rise to the grievance, identify the specific Article(s) of the Agreement alleged to have been violated, and describe the redress sought. The grievor shall provide the Chair of the Union Grievance Committee with a copy of the grievance.
- (b) The Coordinator of Human Resources or designate shall meet with the grievor with or without the Chair of the Grievance Committee or designate in an endeavor to resolve the dispute.
- (c) The Coordinator of Human Resources or designate shall reply in writing to the grievor and to the Union Grievance Committee within ten (10) working days of the meeting pursuant to Step 1 (b).

Step 2

- (a) If the matter is not resolved at Step 1, the Union Grievance Committee shall submit the grievance in writing to the Director of Human Resources within ten (10) working days of receiving the reply in Step 1.
- (b) Within ten (10) working days of receipt of the grievance, the Director of Human Resources, shall meet with the Union Grievance Committee to attempt to settle the grievance.
- (c) The Director of Human Resources shall reply in writing to the Union Grievance Committee within ten (10) working days of the meeting, with the decision pursuant to Step 2(b).

Step 3

- 7.06 If the matter is not resolved at Step 2, with mutual agreement, the parties can request mediation services through the Minister responsible for Labour to attempt to resolve outstanding issues. If the mediation is unsuccessful, then the grievance procedure shall resume at Article 7.07 of the Regional Agreement.

- 7.07 If the matter is not resolved at Step 2 and the Union decides to proceed with the grievance, the Union shall advise the Regional Executive Director in writing, with a copy to the Director of Human Resources within ten (10) working days of receiving the reply in Step 2 that the grievance shall be referred to arbitration.
- 7.08 The Arbitrator shall be appointed by mutual agreement between the Union and the Centre within ten (10) working days of receipt of the notice of referral pursuant to Article 7.05. If the parties are unable to concur on the appointment of an Arbitrator, either party may request that the Minister responsible for Labour for the Province of Nova Scotia appoint an Arbitrator.
- 7.09 With mutual agreement, the parties may use a three-person Board of Arbitration.
- 7.10 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Centre, the Union and the teacher(s).
- 7.11 The Arbitrator or Board of Arbitration shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions of this Agreement.
- 7.12 The Union and the Centre shall each pay one half of the costs of the Arbitrator. If there is a Board of Arbitration, each party shall pay the cost of its nominee and one half of the costs of the Chair.
- 7.13 If the grieving party does not comply with the applicable time limits, the grievance shall be deemed to be abandoned. However, any of the time limits in this Article may be extended by mutual agreement in writing between the parties.
- 7.14 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 7.15 The parties agree that written confirmation of a settlement of a grievance shall be exchanged between the parties within ten (10) working days of the date of the settlement.
- 7.16 Where the Union initiates a grievance, the Union shall be represented by the Union Grievance Committee and the grievance shall begin at Step 2, within ten (10) working days of the effective knowledge of the facts, which give rise to the alleged grievance.

- 7.17 Where the Centre initiates a grievance, the Director of Human Resources shall submit the grievance in writing to the Union Grievance Committee, with a copy to the relevant NSTU Staff Officer, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. A meeting shall be arranged and held between the Centre and the Union Grievance Committee within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the grievance may be submitted to Arbitration pursuant to Article 7.06.

ARTICLE 8 — SICK LEAVE

- 8.01 Every full-time teacher shall be entitled to twenty (20) days Sick Leave commencing August 1st in each school year. Teachers who teach on a less than full time basis shall receive a pro-rated amount of Sick Leave.
- 8.02 Every teacher shall accumulate Sick Leave to a total of one hundred and ninety-five (195) days in addition to the days granted pursuant to Article 8.01. For greater certainty, the maximum number of sick days claimed shall be two hundred and thirty-five (235) days.
- 8.03 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave granted pursuant to Article 8.01, has been expended.
- 8.04 Accumulated days used shall be deducted from the accumulated total.
- 8.05 The number of days to the credit of each teacher shall be printed on each bi-weekly pay advice.
- 8.06 Where a teacher is employed by the Centre, the Centre shall credit the teacher with any accumulated Sick Leave as credited with the immediately preceding employing Centre/Board in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days. The teacher shall not be permitted to use any of the days so credited within the first year of employment with the Centre.
- 8.07 Any teacher on a permanent / probationary contract and who has been employed by the Centre for at least two (2) years and in a given school year has exhausted all of their current annual and accumulated Sick Leave and is ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days upon approval from the Director of Human Resources.

- 8.08 A teacher who is eligible for pregnancy leave shall be permitted to use up to fifty (50) days Sick Leave, if available, for leave of absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27 – Pregnancy Leave, Parental Leave, and Adoption Leave of the Teachers’ Provincial Agreement remains in effect.
- 8.09 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 8.01 shall not accumulate and cannot be claimed during the Leave.
- 8.10 A teacher under active treatment in a certified detoxification program or in the Alcoholism and Drug Dependency Rehabilitation Program covered under the Teachers’ Provincial Agreement shall be considered ill.
- 8.11 The total amount of Sick Leave to the credit of a teacher who resigns or is terminated from the employ of the Centre shall be reinstated if the teacher returns to the employ of the Centre within five (5) years. The teacher shall not be permitted to use these days within the first year following return to the employ of the Centre.
- 8.12 (a) It is recognized that Sick Leave is claimable for necessary medical and dental treatment of a teacher. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.
- (b) 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, then it will not be credited against the teacher’s sick leave.
- 8.13 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. Such request shall be from the Human Resources Department. The parties agree to use the “Request for Medical Information” form contained in Appendix A to this Agreement and such information shall be kept pursuant to Article 12.01 – Teacher’s Personnel File of the Teachers’ Provincial Agreement.

ARTICLE 9 — TEACHERS’ FUND

- 9.01 The Centre agrees to provide additional school funds for teachers who choose to perform the duties of noon hour supervision.

- 9.02 The Centre will make the payments to schools for teachers who performed the supervision on a quarterly basis within each school year.
- 9.03 On or before June 30 the school shall provide the Centre with an annual accounting of the monies allocated under this Article.
- 9.04 Teachers who receive these funds will not use the funds for personal gain. Teachers will use the funds for classroom and program enhancements.
- 9.05 On or before May 15 of each year, upon request the Centre shall provide the Chair of the Regional Representative Council with the names of the schools, which have received monies pursuant to Article 9.01 and the total amount of monies allocated to each participating school during the previous fiscal year.
- 9.06 (a) The Centre and Union will establish guidelines regarding the rate for payments and further details regarding the use of the funds. Any changes to said guidelines require mutual agreement of the Centre and Union.
- (b) Guidelines for the Teachers' Fund are to be updated annually and made available on the Centre's website on or before June 30.

ARTICLE 10 — LEAVE OF ABSENCE

- 10.01 The Centre shall grant a one (1) year Leave of Absence to any permanent contract teacher who applies for such a leave.
- 10.02 The Centre may grant an additional year's Leave of Absence to any permanent contract teacher on Leave of Absence. Any permanent teacher on an additional year's leave of absence shall return to a position within the region, in accordance with Article 24.05 (c).
- 10.03 A Leave of Absence of less than one (1) year may be granted at the discretion of the Centre. Applications for a Leave of Absence of less than one (1) year shall be made in writing to the Director of Human Resources at least one (1) month prior to the anticipated date of commencement. In exceptional circumstances the Centre may grant a Leave with less than one (1) month notice.
- 10.04 Applications for Leave of Absence of one (1) year shall be submitted in writing to the Director of Human Resources on or before March 1 of the school year prior to the one in which the leave is desired, with reply by April 5.

- 10.05 Applications for Leave of Absence for the purpose of serving as an official of a teachers' professional organization shall be submitted on or before June 15 of the school year prior to the one in which leave is desired.
- 10.06 The teacher agrees to notify the Centre on or before April 1 of their intent of returning to the system under the jurisdiction of the Centre.
- 10.07 All benefits of a teacher shall be suspended while a teacher is on Leave of Absence but shall be reinstated when the teacher resumes teaching for the Centre.
- 10.08 Notwithstanding Article 10.02, upon return from a Leave of Absence, a teacher shall be reinstated:
- (a) to the same or similar position in the same school but not necessarily the exact same teaching assignment, held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the teacher shall be treated in the same manner as they would have been treated but for the Leave of Absence; or
 - (b) to a position mutually agreed upon by the teacher and the Centre.
- 10.09 (a) Any teacher elected as a Member of Parliament or Member of the Legislative Assembly or as a Municipal Representative shall, upon request, be granted a Leave of Absence for the period of time so elected.
- (b) Upon return from a Leave of Absence pursuant to Article 10.09 (a) a teacher shall be reinstated to a position within the system. The Centre shall make reasonable best efforts to place such teacher in an available teaching position that is geographically located within a reasonable distance from the teacher's normal place of residence or work.

ARTICLE 11 — SPECIAL LEAVE

- 11.01 (a) A teacher shall be entitled to Special Leave for a maximum of five (5) days with pay necessitated by each death occurring in the teacher's immediate family, or that of the teacher's spouse. Immediate family, shall include spouse, fiancée, parent, child, step child, step parent, current mother-in-law, current father-in-law, current son in law, current daughter in law, brother, sister, grandparent, grandchild, former guardian, ward, foster child and same sex partner.

- (b) A teacher shall be entitled to Special Leave to a maximum of three (3) days with pay necessitated by each death occurring in the teacher's non-immediate family. Non-immediate family shall include current sister-in-law, current brother-in-law, aunt, uncle, niece, and nephew.
- (c) Where the burial occurs outside the province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
- (d) Where the interment or memorial service for immediate family pursuant to Article 11.01(a) is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.

11.02 Teachers shall be entitled to Special Leave with pay to a maximum of ten (10) days in one school year for serious illness in the teacher's immediate family pursuant to Article 11.01(a) with the approval of the Director of Human Resources or designate. The Centre may request supporting documentation of a serious illness from a qualified medical professional upon consultation with the Union.

11.03 With the approval of the Director of Human Resources, a teacher shall be entitled to Special Leave with pay for a maximum of five (5) days in one school year for urgent and imperative reasons, including up to one (1) day for funeral of a friend.

11.04 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Regional Executive Director and the Regional Education Officer be permitted to attend the funeral service and the day shall be a claimable day.

11.05 The Centre may grant Special Leave without pay to a permanent contract teacher when offering for election in a federal, provincial or municipal election subject to the following:

- (a) The granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld;
- (b) All days granted shall be full;
- (c) Up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);

(d) Up to five (5) days for municipal elections (all of these days shall be consecutive).

- 11.06 Upon request, the Director of Human Resources or designate may grant teachers the right to attend the funeral of a teacher, student, Centre employee or school volunteer.
- 11.07 A substitute teacher who is required to attend court proceedings on behalf of the Centre shall be entitled to Special Leave pursuant to this Article.
- 11.08 For the purpose of Leave in Article 11.01, “teacher” shall include substitute teachers who are employed at the highest rate of payment pursuant to Article 32 – Substitute Teachers of the Teachers’ Provincial Agreement.
- 11.09 A teacher who makes every reasonable effort, in the opinion of the Director of Human Resources or designate, but is unable to get to school because a public carrier on which the teacher is due to travel, changes its transportation schedule due to unforeseen circumstances shall not be penalized. It may be incumbent upon the teacher to produce documentation to substantiate the claim.
- 11.10 A teacher on Centre business, including Professional Development, pursuant to Article 60 – Professional Development Fund of the Teachers’ Provincial Agreement, who is unable to get to school because a public carrier changes its schedule due to unforeseen circumstances shall not be penalized. It shall be incumbent upon the teacher to produce documentation to support the claim.
- 11.11 A teacher shall be entitled to special leave for a maximum of ten (10) days with pay to be a living donor. This leave would allow a teacher the time required for testing, counselling, consultation, extraction and recovery.

ARTICLE 12 — UNION RELEASE TIME

- 12.01 The Centre shall provide a maximum of eighteen (18) days per school year with pay for Union release time to allow teachers to carry out their duties of office. These days are to be banked and used at the discretion of the Union. The Chair of the Regional Representative Council shall advise the Director of Human Resources or designate in advance when days are required by a teacher.
- 12.02 In addition to the days provided for in Article 12.01, the Centre may allow the Union to allocate additional days to teachers to perform their duties of office provided that the Union pays to the Centre the actual cost of the replacement teacher(s).

- 12.03 Days as provided in Articles 12.01 and 12.02 are in addition to paid days claimed under Article 31.02 (iv) – Other Absences of the Teachers’ Provincial Agreement, or when the Centre, or an agent of the Centre, requests a meeting with teachers.
- 12.04 Up to eight (8) days pursuant to Article 12.01 that are unused in one school year shall be carried forward to the next school year. For greater certainty, the maximum number of days that shall be carried over is eight (8).

ARTICLE 13 — RIGHT TO UNION REPRESENTATION

- 13.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 13.02 Notwithstanding Article 13.01, any meeting called by an Administrator and which becomes disciplinary in nature shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 13.03 When a meeting, which is disciplinary in nature, is scheduled, the Administrator shall notify the teacher in advance so that the teacher may contact the teacher’s Union representative to attend the meeting. Contacting the Union representative shall not delay the meeting for more than forty-eight (48) hours.
- 13.04 For purposes of this Article, “disciplinary purposes” means any meeting, which may result in a verbal or written reprimand, suspension or dismissal of a teacher.

ARTICLE 14 — SUMMER SCHOOL

- 14.01 Teachers employed to teach Summer School must be teachers as defined in the *Education Act*, and shall in the first instance be appointed from among the teachers employed by the Centre.
- 14.02 The minimum salary for summer school teachers employed by the Centre shall be one hundred per cent (100%) of the daily rate specified in the Teacher’s Provincial Agreement, but shall be pro-rated to the number of hours taught in proportion to the number of hours in a regular day. The rate is based on license and experience level of a teacher.
- 14.03 Should the Centre offer Summer School, the Union shall be consulted.

ARTICLE 15 — ITINERANT TEACHERS

- 15.01 Itinerant teachers shall be paid a travel allowance in accordance with Article 50 – Travel Allowance of the Teachers’ Provincial Agreement.
- 15.02 Itinerant teachers shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.
- 15.03 Except under extenuating circumstances, no itinerant teacher shall be responsible for work at more than three (3) schools in any one (1) school day.

ARTICLE 16 — PUPIL TRANSPORTATION & PUPIL TRANSPORTATION REIMBURSEMENT

- 16.01 In instances where a teacher is required to maintain a current class of driver’s license, or to obtain a driver’s license of a different class from that which they currently hold for the purpose of providing pupil transportation, then the Centre shall:
- (a) pay the costs of medical and eye examinations that are required for that particular license; and,
 - (b) provide release time for the teacher’s driving test whenever a test is necessary and must be scheduled during the school day.

ARTICLE 17 — SECURITY OF POSITION

- 17.01 (a) For the purposes of this Article, “school” shall be defined as a building or group of buildings that receive a single staffing allotment in addition to the definition in Article 2.
- (b) Where staff reduction must occur within a school, the Centre shall, after assigning teaching staff, first consider volunteers for staff reduction. Where there are no suitable volunteers, the position shall be phased-out and the teacher to be declared surplus shall be the least senior pursuant to Article 19.03 within the school, provided the retained more senior teacher has, in the opinion of the Centre, the qualifications, abilities and experience for the work to be assigned.
- 17.02 A teacher must hold a permanent contract.
- 17.03 If the teacher in the phased-out position feels they require upgrading, the Centre shall grant the teacher an unpaid Leave of Absence to obtain such retraining.

- 17.04 Such leave pursuant to Article 17.03 shall not exceed two (2) years unless for extraordinary circumstances more than two (2) years is required. Extensions beyond two (2) years may be made by mutual agreement.
- 17.05 All benefits of a teacher on Leave of Absence pursuant to Article 17.03, shall be suspended during the Leave of Absence but shall be reinstated when the teacher resumes teaching for the Centre.
- 17.06 Notwithstanding Article 17.01, if there is no position vacant, staff reduction shall be carried out according to Article 19, Article 20 and Article 21.

ARTICLE 18 — TEACHING STAFF ALLOCATION PLAN

- 18.01 (a) The Centre shall make its reasonable best efforts by May 1 of each year to formulate a staffing proposal for the following school year. Such proposal shall indicate the manner in which it intends to staff its schools and the allocation of supervisory personnel, specialists and teachers. The staffing proposal shall identify all vacant or unfilled positions, which are then known or reasonably foreseen.
- (b) The Centre will consult with the Union, through the Management-Teacher Committee, when beginning to develop the staffing proposal and immediately prior to implementing the proposal.
- 18.02 When formulating the staffing proposal, all teachers shall be considered as Centre employees and all decisions regarding staffing will be made on that basis.
- 18.03 The application of the teaching staff allocation proposal shall indicate the full-time equivalent staff complement at each school.
- 18.04 On or before May 7 of each year, the Centre shall make best efforts to prepare the list of those permanent and/or probationary contract teachers who are expected to be laid-off or declared surplus. The Director of Human Resources shall notify in writing said teacher(s) with a copy to the Presidents of the NSTU Locals and the Chair the South Shore Regional Representative Council.
- 18.05 On or before May 1 of each year, the Centre shall provide the Presidents of the NSTU Locals and the Chair of the South Shore Regional Representative Council with the number of early hires, their contract status and program area in which hired.

ARTICLE 19 — SENIORITY

- 19.01 Seniority shall denote the last period of consecutive service with the Centre and predecessor Boards.
- 19.02 The period of consecutive service shall be calculated based on the years of service:
- (a) A minimum one hundred and seventy-five (175) days taught and claimed shall be a year of service.
 - (b) A teacher who teaches or claims less than one hundred and seventy-five (175) days shall have seniority calculated as a fraction with the denominator as one hundred and ninety-five (195).
- 19.03 Seniority lists shall be established for permanent and probationary teachers based on their status up to and including September 30 of the current school year.
- 19.04 The seniority lists shall be prepared by the Centre, and posted on the website no later than November 1 of each academic school year. An email will be sent to members directing them to the website.
- 19.05 Any challenge to the seniority lists shall be brought to the attention of the Human Resources Department in writing within twenty-one (21) days of the posting of the list. The Union must provide evidence to support its challenge.
- 19.06 The signed seniority lists shall be posted on the website no later than January 15. An email will be sent to members directing them to the website.
- 19.07 Where a challenge has not been resolved, the teacher may initiate a grievance pursuant to Article 8 – Grievance Procedure, set out in this Agreement.
- 19.08 (a) Notwithstanding Article 19.02, seniority shall continue to accumulate:
- (i) During a teacher’s absence as described in Regulations under the *Education Act*;
 - (ii) During a teacher’s Leave of Absence as described in either the Teachers’ Provincial Agreement or the Professional Agreement between the Centre and the NSTU; or,
 - (iii) During a teacher’s absence due to sickness or accident where the leave is with or without salary.

- (b) A teacher who is deemed to be permanent shall accumulate a full year of seniority for each year so deemed.

19.09 Seniority shall be computed in the following manner:

- (a) Years of consecutive service with the Centre and predecessor Boards including all deemed service in accordance with Article 19.01 – Recognition of Service of the Teachers’ Provincial Agreement.
- (b) For purposes of comparing seniority between or amongst teachers, should the years pursuant to Article 19.09 (a) be equal, the total years of service with the Centre and predecessor Boards shall be used.
- (c) Where the criteria used in Article 19.09 (b) does not break a tie, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie.
- (d) Where the criteria used in Article 19.09 (c) does not break a tie, then in accordance with the teacher’s Department of Education Certificate Number, with the lower teacher’s Certificate Number being placed ahead of the other teacher having the same recognized teaching experience with the Department of Education.

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

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

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

19.12 Notwithstanding Article 19.02:

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

- 19.13 The Director of Human Resources or designate shall develop and maintain an up-to-date term service list. The term service list shall include the names of all term contract teachers employed by the Centre.
- 19.14 Term service on the term service list shall be computed in the following manner:
- (a) total number of days contracted to be taught and claimed for the current school year under a term contract with the Centre and all days taught and claimed under term contract(s) with the Centre consecutive with the current school year;
 - (b) should the service pursuant to (a) be equal, then total term service since date of first hire with the Centre;
 - (c) should the tie still remain, then the total teaching service as credited by the Nova Scotia Department of Education and Early Childhood Development shall be used for the sole purpose of breaking a tie;
 - (d) should the tie still remain, then the Director of Human Resources or designate will use the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.
- 19.15 The term service list shall be used for purposes of term recall in accordance with Articles 22.01, 22.02, and 22.03. All other teachers positioned on the list are for tracking purposes only.
- 19.16 A term teacher shall have service as a term teacher credited for seniority purposes when the teacher is given a permanent contract. Service must be consecutive to be so recognized.
- 19.17 Where term contract service is not yet credited for seniority purposes, and where the teacher is a probationary contract teacher, the consecutive term service shall be deemed to be service for purposes of seniority and shall be credited for the purpose of termination and recall.
- 19.18 In any instance where a teacher's name is added to a seniority list, any consecutive substitute service of one hundred and seventy-five (175) days or more, which immediately precedes a term, probationary or permanent contract, shall be counted for seniority purposes. Such service must be unbroken.

ARTICLE 20 — RETENTION

- 20.01 Where it is absolutely necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition. Staff reduction shall not be invoked to release teachers liable to dismissal for cause.
- 20.02 (a) In the event that staff reduction beyond natural attrition is necessary teachers shall be retained by the Centre as follows:
- (i) Firstly, Permanent Contract Teachers in accordance with the Seniority List established pursuant to Article 19.03;
 - (ii) Secondly, Probationary Contract Teachers in accordance with the Seniority List established pursuant to Article 19.03.
- (b) Teachers directly affected by staff reduction policy shall be informed by the Director of Human Resources as soon as possible after a firm decision is made.
- (c) The Centre shall provide, for the teacher concerned, a suitable letter with a copy to the Presidents of the NSTU Locals and the Chair of the South Shore Regional Representative Council, outlining the reason for their leaving the employ of the Centre.

ARTICLE 21 — RECALL

- 21.01 The Centre shall maintain a Re-employment List of permanent and probationary teachers who were formerly employed by the Centre. Said names shall remain on the list for a period of five (5) years, unless the teacher earlier requests, in writing, that the teacher's name be removed from the list.
- 21.02 Positioning of a teacher on a list pursuant to Article 21.01 shall be based on the seniority of the teacher at the time of interruption of employment.
- 21.03 The Re-employment List shall be used to recall teachers in the following order:
- (a) Firstly, permanent contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Centre the qualifications, abilities and experience to perform the requirements of the position;
 - (b) Secondly, probationary contract teachers, on the basis of seniority, provided the teacher has in the opinion of the Centre the qualifications, abilities and experience to perform the requirements of the position.

- 21.04 Teachers on the Re-employment List, pursuant to Article 24 – Staff Placement, shall be given opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Centre. Such positions shall not be declared open or vacant until the voluntary transfer process has been completed.
- 21.05 The Centre shall cause that preference be given to teachers on the Re-employment List for positions as a substitute teacher.
- 21.06 It shall be the duty of the teacher to advise the Director of Human Resources in writing by January 31 of each school year of their continued availability and all changes in address and telephone listing.

ARTICLE 22 — TERM TEACHERS — RETENTION AND RECALL

- 22.01 (a) Before the Centre hires teachers or term teachers new to the Centre, the Centre shall give first consideration and preference to term contract teachers pursuant to Article 22.01 (b). Where the position is advertised after August 1, term contract teachers pursuant to Article 22.01 (b), and whose contract expired on the July 31 preceding the August 1, shall continue to have this benefit apply until December 31 following the July 31 when the term contract expired;
- (b) Consideration and preference for term contract teachers shall be given to the following term teachers in the following order:
- (i) Full time term contract teachers with two (2) or more consecutive years of service. These teachers shall be referred to as Term A teachers;
 - (ii) Term contract teachers whose aggregate term contract service, in consecutive school years, with the Centre and predecessor Boards is at least three hundred and ninety (390) days. These teachers shall be referred to as Term B teachers;
 - (iii) Full time term contract teachers. These teachers shall be referred to as Term C teachers;
 - (iv) Term contract teachers whose aggregate of term contract service, in consecutive school years, with the Centre and predecessor Boards is at least one hundred and ninety-five (195) days and whose current term contract is for a minimum of 100% for one semester or 50% of the school year. These teachers shall be referred to as Term D teachers.

- (c) Following the placement of teachers on the re-employment list in accordance with Article 24, all remaining positions available within the region, for the purpose of recalling and placing Term teachers, will be made available to Term A and Term B teachers, as defined by Article 22.01 (b) (i) and (ii). These Term A and Term B teachers who have not obtained a position in the Teacher-Initiated Transfer rounds will participate in a job fair where the Centre shall give first consideration and preference to Term A teachers and second to Term B teachers provided said teachers have the qualifications, abilities, and experience necessary for the position. In addition, the Centre will consider the teacher's ranked preferences. Said positions shall be offered in the following order:
- (i) vacant positions;
 - (ii) unfilled positions; and
 - (iii) other term positions.
- (d) A full-time term contract teacher pursuant to Article 22.01 (b) (iii) who is appointed to less than a full-time position in the ensuing five (5) consecutive school years, shall not lose status pursuant to Article 22.01 (b) (iii).
- (e) Positions will be considered in the following order:
- (i) Full time permanent or probationary contract positions;
 - (ii) Position formerly occupied by the term contract teacher;
 - (iii) Full time term contract positions;
 - (iv) Part-time full year term contract positions, with the exception of continuing part-time positions whose previous occupant opts to remain in that position as a part-time term teacher;
 - (v) Other term contract positions; or,
 - (vi) Substitute positions.

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

- 22.03 (a) A term contract teacher who has been appointed to a position for the ensuing school year will be considered for a subsequent competition only if:
- The competition is on or before August 15, and
 - The teacher holds a term position and applies for a vacant position, or

- The teacher holds a part-time position and applies for a 100% term position, or
 - The teacher holds a part-time position and applies for a different part-time position that is at least twenty percent (20%) FTE greater than the position held, or
 - The teacher holds a part-time position and applies for another part-time position that can be conveniently scheduled with the teacher's existing assignment.
- (b) A term contract teacher who has been appointed to a position for the ensuing school year will be limited to only one subsequent consideration pursuant to Article 22.03 (a) above, unless that position is a vacant position. For greater clarity, term teachers who have obtained a vacant position shall remain in that position.
- (c) Term contract teachers that have accepted a position for the subsequent year shall commit to employment with the Centre for a period of one year.

ARTICLE 23 — TRANSFER

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

23.02 Teacher-Initiated Transfers

- (a) The Centre and the Union endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
- (b) Following the placement of teachers who in the previous school year have been moved pursuant to Article 23.03 (a) and have been offered a vacant position at their original school and the placement of surplus teachers pursuant to Article 24.05 (c), the Director of Human Resources will be cause to posted on the website and provide to the South Shore Regional Representative Council a list of all positions which remain vacant or unfilled and are therefore available for transfer of permanent, assumed permanent contract teachers and Term A and B teachers. Assumed permanent contract teachers are second year probationary contract teachers after May 15.
- (c) Teacher-Initiated Transfers for permanent teachers currently on a summative evaluation will be at the discretion of the Centre.

- (d) Permanent, and assumed permanent contract teachers, and Term A and B teachers may apply for such posted vacant or unfilled positions. In filling vacant or unfilled positions, the candidates shall be placed/transferred in order of seniority, provided that the Director of Human Resources or designate has determined that the teacher has the qualifications, abilities, and experience to perform the required functions of the position. Term A and B teachers will be considered after permanent and assumed permanent contract teachers.
- (e) Notwithstanding Article 23.02(b) and (d) and Article 23.05, Centre-Initiated Transfers into unfilled positions will be subject to operational requirements of the Centre.
- (f) A teacher who is successful in attaining a transfer to a different vacant or unfilled position is eligible for further participation in the teacher transfer process until the end of the second round of Teacher-Initiated Transfers. In addition, teachers shall be eligible for consideration for any new positions created by provincial funding. Teachers who have been transferred to an unfilled position must agree to remain in the unfilled position for the entire ensuing school year. Teachers who have been transferred to a vacant position must agree to remain in the vacant position for a minimum period of the entire ensuing school year and the following school year, unless for a promotional opportunity, as defined in the Letter of Understanding.
- (g) Except where waived by the Centre because of a legitimate change in personal circumstances, a teacher requesting a placement/transfer is only entitled to refuse offers of placement/transfer in the first round, before being ineligible to participate any further in the teacher placement/transfer process for the school year under consideration.
- (h) There shall be no fewer than two (2) nor more than three (3) rounds of transfer before June 15th in each school year.

23.03 Centre-Initiated Transfers/Surplus Teachers

- (a) Centre-Initiated transfers may be made:
 - (i) For exceptional personnel issues related to staff, students or the community;
 - (ii) For *bona fide* operational reasons related to enrollment or protection of programs; or,

- (iii) As a result of school realignment or construction.
- (b)
 - (i) Both parties recognize that Centre-Initiated Transfers can be disruptive for teachers. Accordingly, before invoking such transfers, the Centre agrees to examine all other reasonable alternatives, including volunteers for staff reduction or transfer;
 - (ii) Where there are no suitable volunteers, the teacher to be declared surplus shall be the least senior pursuant to Article 19.03 within the school, subject to program protection;
 - (iii) In all such instances, the Centre must first discuss such proposed transfer with the affected teacher(s). If the teacher requests, a representative of the Union may be present during the discussion. If requested by the teacher(s), the Centre shall give written reasons for the transfer to the teacher(s), with a copy to the Presidents of the NSTU Locals and the Chair of the South Shore Regional Representative Council;
 - (iv) The Centre shall bear the burden of demonstrating that all prerequisites to a Centre-Initiated Transfer have been met and that any retained less senior teacher is essential to a program or supervisory position;
 - (v) Centre-Initiated Transfers shall not be made arbitrarily, unreasonably or unfairly and the Union shall be informed of all such transfers.
- (c) For a period of one (1) year from becoming a surplus or displaced teacher, the teacher shall be afforded the opportunity of first refusal for any teaching position, which becomes open in the school from which the transfer was made, in accordance with Article 24.05 (b). This shall include any vacant positions that become available prior to the first day of school. Transfer to a position that becomes available after July 31 but prior to the first day of school shall be subject to the approval of both Principals.

- (d) If the Centre is of the opinion that a teacher who is to be declared surplus is essential to maintain a program or administrative position, the Centre may deem that teacher as being essential, in which case the Centre shall transfer the next least senior teacher pursuant to Article 23.03 who is not essential. When the Centre exercises such option, the Union may request an explanation for the teachers affected. Before such designation is finalized, the Centre shall fairly consider any alternate proposal made by the Union.
- (e) Any teacher transferred as a consequence of a Centre-Initiated Transfer shall, during the first year of transfer, be compensated by the Centre for extra travel necessitated by the transfer, provided the distance to the new school exceeds the distance from the previous school from the teacher's place of residence by at least 40 kilometres. Kilometrage shall be paid monthly no later than the 15th day of the month following the travel.
- (f) A displaced teacher who is being placed in a teaching position through a Centre-Initiated Transfer shall be required to transfer to a position assigned by the Centre; subject to the displaced teacher having, in the opinion of the Centre, the necessary qualifications, abilities and experience for the position. The Centre shall make reasonable best efforts to place such teacher in an available teaching position that is geographically located within a reasonable distance from the teacher's normal place of residence or work.
- (g) Where a teacher has been moved as a result of a Centre-Initiated Transfer, the Centre reserves the right to deny a transfer back to the school/educational site if the circumstances the precipitated the Centre-Initiated Transfer, as described in the written reasons for the transfer, continue or remain unchanged.

23.04 — SCHOOL CLOSURES AND RE-ALIGNMENTS

- (a) In the event of school closure, teachers shall be transferred to the new school(s) with the students to which the teacher has been assigned the greatest percentage of time. In the case that students are transferred to more than one school, the teachers to be transferred shall be given a list of all vacant and unfilled positions at the receiving schools and shall have a minimum of two (2) days to indicate their order of preference of positions. The transferred teachers shall be placed in accordance with the seniority-dominant approach. In the event that there are more teachers to be transferred than positions available, teachers shall be transferred to schools based on the percentage of students going to each school.
- (b) In the event of a re-alignment between schools (i.e., the movement of students and/or programs from one school to another school) the teachers transferred shall be those teachers who, based on current assignments, have been spending the greatest percentage of their time with the students transferred. In the case that students are transferred to more than one school, the teachers to be transferred shall be given a list of all vacant and unfilled positions at the receiving schools and shall have a minimum of two (2) days to indicate their order of preference of positions. The transferred teachers shall be placed in accordance with the seniority-dominant approach. In the event that there are more teachers to be transferred than positions available, teachers shall be transferred to schools based on the percentage of students going to each school.
- (c) Should the transfer of teachers in Articles 23.04 (a) and 23.04 (b) result in the affected school(s) having a surplus of teachers, staff reduction shall be accomplished pursuant to Article 17 – Security of Position and Article 23.03 – Centre-Initiated Transfers.

23.05 Permanent and assumed permanent contract teachers are eligible to apply for a placement/transfer to any posted vacant or unfilled positions, which become available after the teacher-initiated transfer rounds and are posted on or before August 15. The Centre may allow a permanent contract teacher to be eligible for a placement/transfer to a posted vacant position after August 15 and before the twentieth (20th) day of the school year.

ARTICLE 24 — STAFF PLACEMENT

- 24.01 (a) Except where otherwise stated in this Agreement, for the purposes of hiring and contested vacancies, but excluding consultant positions in Article 26, selection of the successful applicant shall be based upon either the evaluative approach or the seniority-dominant approach, as described in Article 24.02 herein.
- (b) The evaluation of qualifications, abilities and experience shall be determined by the Centre, provided that when qualifications, abilities and experience are relatively equal, seniority shall be the determining factor.
- 24.02 For purposes of this Article, one of two (2) approaches to selection of applicants shall apply:
- (a) The evaluative approach, whereby selection of the most suitable applicant shall be based upon qualifications, abilities and experience to perform the requirements of the position; and
- (b) The seniority-dominant approach, whereby selection of the successful applicant shall be based upon seniority, conditional upon the successful applicant possessing the qualifications, abilities and experience necessary to perform the requirements of the position.
- 24.03 In the event the Director of Human Resources shall choose not to accept the recommendation of the Interview Team, such decision shall be open to grievance and reviewable by an arbitrator, whose decision on the matter shall be final and binding upon the parties.
- 24.04 In all such staffing decisions, the evaluation of the Centre with respect to qualifications, abilities and experience, under all Articles of this Agreement, shall be objectively determined. Any teacher who feels aggrieved by such evaluation process shall be entitled to request of the Regional Executive Director, or designate, an explanation/interview to discuss the evaluation process.
- 24.05 When positions are to be filled, the Centre shall select and place teachers in accordance with the following methods and priorities:
- (a) First, for consultant positions, in accordance with Article 26 and the approach described therein;

- (b) Second, any teacher who has in the previous school year been moved pursuant to Article 23.03 shall be offered any vacant position at their original school, in accordance with the seniority-dominant approach;
- (c) Third, all teachers who have been declared surplus by the Centre, or who cannot be placed after school closures or realignments, shall be placed in accordance with the seniority-dominant approach. Surplus teachers shall be given a list of all suitable vacant positions and shall have a minimum of two (2) days to indicate their order of preference of positions.
- (d) Fourth, permanent contract teachers who have made application during the two rounds of voluntary transfer according to the provisions of Article 23.02;
- (e) Fifth, all teachers who were subjected to Centre-Initiated transfers pursuant to the provisions of Article 23.03;
- (f) Sixth, all teachers on the Centre's Re-Employment List, in accordance with the seniority-dominant approach;
- (g) Seventh, after consultation with the Union, the Centre may offer up to four (4) positions to be filled by eligible equity candidates;
- (h) Eighth and notwithstanding Article 24.05 (i), all Term A and Term B teachers according to the provisions of Article 22.01 (c);
- (i) Ninth, all remaining term contract teachers who have applied for positions pursuant to Articles 22.01, 22.02 and 22.03 in accordance with the evaluative approach;
- (j) Tenth, new teachers to the Centre, and early hires other than those teachers hired for the purpose of equity pursuant to Article 24.07, in accordance with the evaluative approach.

24.06 Notwithstanding Article 24.05, if there are anticipated difficulties in filling the positions of School Psychologists, Speech Language Pathologists or Skilled Trades Instructors, the Centre may advertise these new positions to new teachers to the Centre concurrently with teachers identified in Article 24.05 (d) and (g). New teachers to the Centre will only be considered if there are no teachers identified in Article 24.05 (d) and (g) with the necessary qualifications, experience and abilities for the position.

- (a) Effective August 1, 2022, a teacher granted a probationary or permanent contract in the specialty area of French (Immersion and Core), School Counselor, and Music shall, during the first five (5) years after the teacher is hired, be restricted to transfers only within the specific specialty area, provided they are qualified. A teacher's five (5) year transfer restriction shall be calculated from the date the teacher's contract for that position becomes effective.
- (b) Notwithstanding Article 24.06 (a) for compelling personal circumstances, a teacher may be relieved of the five (5) year transfer restriction if mutually agreeable to the teacher and the Centre. The teacher shall have the right to meet with the Director of Human Resources or designate in order to present their request and to have the Chair of the RRC or designate present at the meeting.
- (c) Teachers who have received training in specialty areas, such as Reading Recovery, will be encouraged to remain in these positions for a period of three (3) years.

24.07 For the purpose of this article, an early hire teacher is a teacher who is hired prior to the commencement of staffing for the ensuing school year. For clarity, an early hire teacher may be a Term A, B, C, or D teacher, or external applicant. The Centre may hire numerous early hires.

The parties acknowledge the need for increased diversity in the workplace. To achieve this, the Centre may hire up to four (4) early hires for the purpose of equity.

ARTICLE 25 — VACANCIES AND APPOINTMENTS

- 25.01 Notice of all teaching vacancies, including consultant positions, as well as newly created positions, shall be posted on the Centre's web site.
- 25.02
- (a) The Centre shall maintain a website with up-to-date listings of all Teaching vacancies, including consultant positions.
 - (b) Consultant vacancies shall be filled according to the provisions of Article 26 – Consultant Positions.
 - (c) Applications for such vacancies shall be forwarded to the Human Resources Department, according to the time frame described in the posting using the Centre's on-line application system.

- (d) Normally, all short-listed applicants shall be given a minimum of twenty-four (24) hours' notice of an interview; unless otherwise agreed to by the applicant.
- (e) All short-listed applicants shall be advised of the decision within five (5) working days of such approval given by Regional Executive Director or designate. If the appointment is contrary to the recommendation of the Interview Team, and the teacher has not been awarded a position of equal or greater percentage or status, the teacher shall be notified by the Director of Human Resources, or designate from the Department of Human Resources, of the reasons for the denial of the recommendation of the Interview Team.

25.03 The Regional Centre for Education shall maintain a current list of successful applicants appointed to positions in the Employment sections of the SSRCE website. Updates shall be posted to the SSRCE website prior to the next round of job postings.

ARTICLE 26 — CONSULTANT POSITIONS

26.01 In filling a consultant position the candidates shall compete on the following criteria: qualifications, abilities and experience, and the Centre shall determine the weight to be given to each of the criteria.

26.02 A consultant position shall be defined as an appointment that would result in the teacher receiving an administrative allowance.

ARTICLE 27 — NOTICE OF ASSIGNMENT

27.01 Each teacher on continuing contract shall be notified, in writing, by their Principal, of their major subject area(s) and grade level(s), and courses where applicable, for the next school year by May 1; or prior to the first round of Teacher-Initiated Transfer, whichever is earlier.

27.02 After consultation with all concerned teachers, every reasonable effort will be made, to appoint teachers to subjects, grades, and/or areas of preference, subject to the teacher possessing the qualifications necessary for the position.

- 27.03 The Principal may change the teaching assignment of a teacher, after May 1, from subject to subject or grade to grade only to protect programs, provide new programs or by mutual agreement of the teacher and the Centre. The Union recognizes that provincial funding delays and/or subsequent unforeseeable staff vacancies may from time to time require the Centre to change a teacher's assignment after May 1. The Centre shall provide written explanation of such change if requested by the teacher.
- 27.04 Before any Notice of Assignment resulting in a major change in responsibilities is given to a teacher, the teacher shall be consulted regarding the change. Such consultation shall occur prior to the first round of job postings. In addition, said Notice, when given, shall contain in writing the reasons for change, if requested by the teacher.
- 27.05 Prior to posting positions pursuant to Article 25, the Principal shall inform, in writing by email, all teachers assigned to the school of all vacant and unfilled positions and give these teachers an opportunity to be considered for a change in assignment. Principals shall give teachers at least 24 hours from the time the email was sent in order to respond and indicate their interest in the position.
- (a) If more than one teacher has expressed an interest in a position, the position shall be offered to the teacher based upon the teacher's qualifications, abilities and experience to perform the required functions of the position.
- 27.06 Teachers shall receive their tentative teaching timetables prior to returning for the opening of school, as defined by Article 25.06 of the Teachers' Provincial Agreement, unless there are unusual circumstances.

ARTICLE 28 — JOB SHARING

- 28.01 The Centre recognizes that job sharing arrangements may, in certain circumstances, represent a viable and effective staffing option.
- 28.02 (a) Any full-time permanent contract teacher, other than those granted a Leave of Absence for that school year, in the employ of the Centre may apply in writing to the Director of Human Resources by February 1 to participate for the next school year in an arrangement which involves sharing the performance and the discharge of the responsibilities of a position on a part time basis with another teacher for the next school year;

- (b) If an application is made by two (2) permanent contract teachers to job share a single position, then both teachers shall be deemed to be co applicants.
- (c) If the application is approved, the Centre shall advertise as per Article 25 – Vacancies and Appointments, for a teacher to share the job with the applicant, unless there is a co-applicant in the application.
- (d) A teacher who has an approved job share application may only move to a new position during the Teacher-Initiated Transfer rounds or for a promotional opportunity, as defined in the Letter of Understanding.

28.03 The approval of job-sharing applications shall be in the sole discretion of the Director of Human Resources. In the event that the Director of Human Resources has specific concerns with respect to a particular application, the applicant(s) shall receive written notification of the concerns before a decision for approval is granted. Following discussion of the Director of Human Resources' concerns, the applicant(s) may revise their application.

28.04 The Director of Human Resources shall notify the successful applicants on or before April 15 of the school year prior to the school year in which the shared teaching is to occur.

28.05 The application must be accompanied by:

- (a) The proposed teaching schedule; and
- (b) The recommendation of the school Principal.

28.06 Each application is for a one (1) year period.

28.07 To continue a shared teaching arrangement beyond a one (1) year period, re-application is required by the applicant, pursuant to Article 28.02 (a).

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

- (a) Each sharing teacher shall be paid a percentage of their applicable annual salary proportionate to the number of days in the full school year during which they perform the duties and discharges the responsibilities of the position;
- (b) Each sharing teacher shall be present for any Parent Visitation sessions during any term provided they have taught any part of that term;

- (c) Notwithstanding Article 28.08 (a), if school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid;
- (d) Each sharing teacher shall attend any in-service held during any term provided they have taught any part of that term;
- (e) Notwithstanding Article 28.08 (a), only the teacher regularly scheduled for duty shall be paid for attendance at in-services;
- (f) Each sharing teacher shall be paid on a regular basis for and during that portion of the school year that they work, subject to the provisions of Article 66 – Method of Payment of the Teachers’ Provincial Agreement; and
- (g) The teaching schedule of each sharing teacher shall be arranged in consultation with the school Principal.

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

ARTICLE 29 — IN-REGION TEACHER EXCHANGE

- 29.01 Permanent contract teachers seeking one (1) year exchanges within the Region shall apply in writing to the Director of Human Resources by February 1.
- 29.02 The Centre shall undertake to publish by February 15 of each school year a list of teachers desiring exchanges. Copies of this list shall be posted in each school and applications from interested teachers must be submitted no later than March 1.
- 29.03 To encourage In Region Teacher Exchanges, the Centre shall guarantee teachers entering into an exchange, reinstatement to the position held immediately prior to the exchange or, if that position is phased out, the teacher shall be governed by Article 24 – Staff Placement.
- 29.04 All In-Region Teacher Exchanges shall be subject to the approval of the Centre upon recommendation of the Director of Human Resources and the applicants shall be notified before March 30.
- 29.05 With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.

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

ARTICLE 30 — VIOLENCE AGAINST TEACHERS

- 30.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Further acts of violence, and/or abuse in the school are not acceptable. The parties will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.
- 30.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 30.03 If the discipline concern remains unresolved, the teacher(s) shall have the right, accompanied by a Union Representative, if so desired, to address the issue with the Director of Programs and Student Services.
- 30.04 If such concern remains unresolved, the teacher(s) shall have the right, accompanied by a Union Representative, if so desired, to address the issue with the Regional Executive Director.
- 30.05 The Centre will ensure that Violence in the Workplace Procedures are available on the Centre's web site for teacher use.

ARTICLE 31 — EDUCATIONAL CHANGE

- 31.01 Educational change refers to the introduction of methods, theories and practices which are intended to continually improve teacher professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.
- 31.02 Both parties recognize that continual improvement of educational process relies on the need to change and adjust, and both parties recognize the importance of dialogues not only at the initial but at subsequent stages as a way of preparing for and encouraging change and adjustment.
- 31.03 Either party may convene a meeting of the Management-Teacher Committee to discuss significant impending changes referred to in Article 31.01. Such discussions shall include consideration of the impact on teaching staff, the re training needs and the in-service needs of teachers. Where possible, such retraining or in-servicing shall take place prior to implementation. The Centre will also consider additional support when requested.

- 31.04 Without restricting the generality of the foregoing, where any proposed change of an educational process, including new programs or teaching methodologies, is expected to have a material impact on a teacher's classroom responsibilities, the Centre shall discuss such change with the Union before implementation, in accordance with Article 31.03.
- 31.05 The parties specifically acknowledge that inclusion of students with special needs within the regular classroom can have a material impact on a teacher's classroom responsibilities. Accordingly, except where circumstances do not reasonably permit, the Centre agrees to consult with and support the classroom teacher in advance of the placement of a student with special needs in the regular classroom. Nothing in this Article 31.05 shall be construed to impose upon the Centre any additional financial or resource obligation.

ARTICLE 32 — TEACHER IN CHARGE

- 32.01 A teacher may be appointed by the Centre or its agent as a Teacher in Charge in accordance with this Article.
- 32.02 In the event that all administrative personnel assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article.
- 32.03 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergency matters as they may arise, with required assistance from the Centre office.
- 32.04 Where absences of administrative personnel continue for more than five (5) consecutive days, the Teacher(s) in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
- 32.05 Whenever possible, the Teacher in Charge shall be selected from those suitable permanent teachers who have expressed an interest in performing this function. Where no permanent teacher has expressed an interest or has been denied the opportunity, a Term teacher in the school may be considered. A teacher has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended. Teachers who have expressed an interest but are denied the opportunity shall be entitled to request the reason(s) for the denial in writing.

32.06 Where the appointment of a Teacher in Charge is less than one (1) day a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.

ARTICLE 33 — OCCUPATIONAL HEALTH & SAFETY

33.01 The Centre, the Union and the teachers agree to co operate in the prevention of accidents and the promotion of health and safety. All parties agree to comply with all applicable provisions of the *Nova Scotia Occupational Health and Safety Act* and its Regulations.

33.02 (a) The Centre shall provide substitute teachers, where necessary, to replace Occupational Health and Safety Committee members who are receiving training as part of their duties as members of the Occupational Health and Safety Committee.

(b) Training programs pursuant to Article 33.02 (a) must be approved by the Director of Human Resources or designate.

ARTICLE 34 — PRINTING OF AGREEMENT

34.01 The Centre and the Union shall post an electronic version of this Agreement for teachers in the bargaining unit as soon as possible after the signing of the Agreement.

34.02 The Union shall have printed one-hundred (100) copies of this Agreement as soon as possible after the signing of the Agreement.

34.03 The cost of the printing pursuant to Article 34.02 shall be equally shared between the Union and the Centre.

34.04 The Union shall be responsible for the distribution of the Agreement to its members.

Letter of Understanding #1: Notices of Assignment

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

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

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

Charmaine Romkey
South Shore Regional Centre
for Education

Timothy MacLeod
Nova Scotia
Teachers Union

Dated at Bridgewater, Nova Scotia, this twenty-ninth (29th) day of November 2021.

Letter of Understanding #2: Promotional Positions

The parties agree that these positions are considered promotional:

- i. any position receiving an administrative allowance (e.g., Coach, Lead School Psychologist, Lead Speech Language Pathologist, Technology Support Leader, and Consultant);
- ii. positions including but not limited to Mentors, Interventionists, Autism Support Specialists, Attendance Support Teachers, and Learning Disability Facilitators;
- iii. other positions following consultation with the Union.

Charmaine Romkey
South Shore Regional Centre
for Education

Timothy MacLeod
Nova Scotia
Teachers Union

Dated at Bridgewater, Nova Scotia, this twenty-ninth (29th) of November 2021.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Bridgewater, Nova Scotia, this twenty-fourth (24th) day of March 2022.

Paul Ash

Regional Executive Director
South Shore Regional Centre
for Education

Paul Wozney

President
Nova Scotia Teachers Union

Charmaine Romkey

Director of Human Resources
South Shore Regional Centre
for Education

Mai-Ling Storm

President, Lunenburg County Local
Nova Scotia Teachers Union

Lynn Wagner

Coordinator of Human Resources
South Shore Regional Centre
for Education

Sarah Tutty

President, Queens Local
Nova Scotia Teachers Union

Ashley Gallant

Witness

Timothy MacLeod

Witness

APPENDIX "A"

REQUEST FOR MEDICAL INFORMATION SOUTH SHORE REGIONAL CENTRE FOR EDUCATION

A. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information as well as any follow up information concerning my current illness or injury to the South Shore Regional Centre for Education for the purpose of developing a safe return to work plan. The Employer will keep this information confidential. It is understood that this information shall only be of the same nature and extent as disclosed in this 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 and be made aware of any further requests for medical information by the Centre.

Employee Signature: _____

Date: _____

B. PHYSICIAN'S SECTION: (Please do not include a diagnosis)

TO THE PHYSICIAN: Your patient is an employee of the South Shore Regional Centre for Education. Due to the employee's absence(s) from work, the Centre requires information concerning the employee's current functional abilities and the prognosis for this employee providing regular attendance. Please complete this form only if you have been treating the employee during the illness in question. Your cooperation is appreciated. Any charges made for the completion of this form should be forwarded to:

Human Resources Department
South Shore Regional Centre for Education
69 Wentzell Drive
Bridgewater, NS, B4V 0A2

1. Patient's Name:

FIRST

LAST

2. Patient's Address:

STREET ADDRESS or P.O. BOX		APT. NO.
CITY/TOWN	PROVINCE	POSTAL CODE

3. Date(s) you attended the employee:

4. Duration of current illness or injury:

From _____ to _____ 20____

5. Has the patient's current illness prevented them from reporting for and performing their job?

Yes No

6. At the workplace what are the restrictions on any duties the employee can engage? (*attach an additional sheet if necessary*)

--

7. What modifications could support a return to work and do you expect those to change in the future? (*attach an additional sheet if necessary*)

--

8. Is the employee's medical condition(s) temporary or permanent?

Temporary Permanent

9. Duration of the condition:

2-4 weeks 4-6 weeks 6-8 weeks 3 months or more

10. Date the employee is expected to return:

Transitional Date: _____

Regular Date: _____

11. Physician's Name and Address:

NAME		
STREET ADDRESS or P.O. BOX		UNIT
CITY/TOWN	PROVINCE	POSTAL CODE

Physician's Signature: _____ Date: _____

12. Other remarks (*attach an additional sheet if necessary*)

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY
COMPLETED, SIGNED AND RETURNED TO:

Director of Human Resources
South Shore Regional Centre for Education
69 Wentzell Drive,
Bridgewater, NS, B4V 0A2

-or-

Email the Director of Human Resources

-or-

FAX: 902-541-3012



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3106 Joseph Howe Drive
Halifax, NS
B3L 4L7

1-800-565-6788