



COLLECTIVE AGREEMENT

Between the

Tri-County Regional Centre for Education

and

Nova Scotia Teachers Union

August 1, 2019- July 31, 2024

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This Agreement is made this 14th of April, 2021.

BETWEEN:

The Tri-County Regional Centre for Education, a school board established pursuant to the *Education Act*, S.N.S. 1995-96, c.1

(the “Centre”)

– and –

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

(the “Union”)

The parties agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

1.01 Unless otherwise stated, the provisions of this Agreement shall be effective from the date of signing and shall remain in full force and effect until July 31, 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 Tri-County Regional Centre for Education, a body corporate established pursuant to the Education 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, the following: in-services, conferences as provided for by regulations and agreements; summer institutes as provided by the Department of Education, the Centre, the Union, universities or other recognized advocates of education and short courses or personal study approved by the Centre.
- (i) “School” means, for the purposes of Article 18 – Security of Position, Article 20 – Seniority, Retention and Recall, Article 21 – Transfer and Article 22 – Staff Placement, one or more buildings or part of a building, designated by the Centre as a “school” and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement.
- (j) “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.
- (k) “Regional Executive Director” means a person who holds a teacher’s certificate and is appointed by the Minister of Education to be in charge of the school system.
- (l) “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.
- (m) “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.
- (n) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- (o) “Tri-County Regional Representative Council or Tri-County RRC” means an organizational structure of the Union which represents teachers from Digby, Yarmouth and Shelburne County Locals of the Union.

- (p) “Unfilled Position” means a position for which there is an incumbent teacher.
- (q) “Vacant Position” means a position for which there is no incumbent teacher.
- (r) “Working Day” means any day except Saturday, Sunday, a statutory holiday, or any other holiday recognized by this Agreement.
- (s) “Teaching Assignment” is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester
- (t) “Teaching Position” is at a school or schools or circuit or at the regional support level on yearly or semester basis.

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 INFORMATION AND CENTRE MINUTES

- 5.01 The Centre shall supply the Chair of the Tri-County RRC and the Presidents of the NSTU Locals with a copy of the budget after the budget has been approved, a copy of the Department of Education funding profile sheet after it has been made public and a copy of the audited statements.
- 5.02 The Centre shall inform the Chair of the Tri-County RRC and the Presidents of the NSTU Locals of any termination of contracts within five (5) days of termination.

ARTICLE 6 – CENTRE POLICIES

- 6.01 The Centre shall provide a policy manual on the Centre’s website and one copy via email to the Chair of the Tri-County RRC and the Presidents of the NSTU Locals. The Chair of the Tri-County RRC and Presidents of the NSTU Locals shall be emailed policy revisions.

- 6.02 The Centre shall provide the Union with the opportunity for input when significantly changing education or personnel policy that directly affects teachers. This will be accomplished through established Centre procedures including being provided with the draft policy, the opportunity to discuss the draft policy at the Policy Committee meeting at which the policy is being considered and to submit written responses.

ARTICLE 7 – MANAGEMENT-TEACHER COMMITTEE

- 7.01 The purpose of the Management-Teacher Committee is to foster good communication and effective working relationships between the parties through consideration of matters of concern to either party. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.

- 7.02 The Committee shall be composed of:

- (a) four (4) NSTU representatives; and
- (b) four (4) representatives of the Centre management, being the:
 - (i) Regional Executive Director;
 - (ii) Director of Programs and Student Services;
 - (iii) Director of Human Resources;
 - (iv) Coordinator of Employment & Labour Relations or designate.

- 7.03
- (a) The Committee shall meet not less than five (5) times per year (bi-monthly) and may meet on such other dates and times as may be mutually agreed. Dates and places will also be mutually agreed. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
 - (b) Any member of the Committee who wishes to have any particular matter discussed at a meeting of the Committee shall notify the Chair at least five (5) days before the date of the meeting and the Chair will then add that subject to the agenda for that meeting.
 - (c) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting but, with the consent of the parties, any additional matter may be added to the agenda at the meeting.
 - (d) The Centre will provide an office secretary who will be responsible for preparing and circulating the agenda and minutes.

- (e) The Chair position will alternate between the Union and the Centre's representatives.
- (f) Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

- 7.04 (a) In the matter of Educational Change, the Management-Teacher Committee may consider and offer suggestions which may include, but not limited to:
- (i) Strategies of and rationale for implementation.
 - (ii) Timelines for implementation.
 - (iii) Inservice support.
 - (iv) Inservice strategies.
 - (v) Recommendations for study leaves.
 - (vi) The identification of and supply of resource materials such as articles, texts and other related educational books and readings.
 - (vii) An evaluation schedule.
 - (viii) A Human Resource's listing.
 - (ix) A listing of recommended courses to assist teachers in implementation which would be made available for a recommended number of teachers.
 - (x) The supply of instructional materials required.
- (b) When educational change is to be introduced by the Centre, except in extraordinary circumstances, the Management-Teacher Committee shall meet pursuant to Article 7.04 (a) at least thirty (30) days before the proposed introduction of educational change.

- 7.05 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, the elected members of the Centre and the Tri-County RRC.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 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.

8.02 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.

8.03 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.

8.04 Step 1

(a) The aggrieved teacher, with or without a representative and with or without a member of the Union Grievance Committee, shall submit the grievance to the Coordinator of Labour Relations within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. The teacher shall provide a statement with a summary of the facts giving rise to the grievance, identify the specific Article(s) of the Agreement alleged to have been violated, and describe the redress sought. The grievor shall provide the Union Grievance Committee with a copy of the grievance.

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

Step 2

(a) If the matter is not resolved at Step 1, the Union Grievance Committee shall submit the grievance in writing to the Director of 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.

- 8.05 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.
- 8.06 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 8.05. If the parties are unable to concur on the appointment of an Arbitrator, either party may request that the Minister of Labour and Advanced Education for the Province of Nova Scotia appoint an Arbitrator.
- 8.07 With mutual agreement, the parties may use a three-person Centre of Arbitration.
- 8.08 The decision of the Arbitrator or Centre of Arbitration shall be final and binding upon the Centre, the Union and the teacher(s).
- 8.09 The Arbitrator or Centre 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.
- 8.10 The Union and the Centre shall each pay one half of the costs of the Arbitrator. If there is a Centre of Arbitration, each party shall pay the cost of its nominee and one half of the costs of the Chair.
- 8.11 If the grieving party does not comply with the applicable time limits, the grievance shall be deemed to be abandoned. However, any of the time limits in this Article may be extended by mutual agreement in writing between the parties.
- 8.12 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.
- 8.13 The parties agree that written confirmation of a settlement of a grievance shall be exchanged between the parties within ten (10) working days of the date of the settlement.
- 8.14 Where the Union initiates a grievance, the Union shall be represented by the Union Grievance Committee and the grievance shall begin at Step 2, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance.

- 8.15 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 8.06.
- 8.16 With mutual agreement, the parties can request mediation services through the Minister of Labour and Advanced Education to resolve outstanding issues.

ARTICLE 9 – SICK LEAVE

- 9.01 Every full-time teacher shall be entitled to twenty (20) days Sick Leave commencing August 1 in each school year. Teachers who teach on a less than full time basis shall receive a pro-rated amount of Sick Leave.
- 9.02 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 9.01.
- 9.03 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave granted pursuant to Article 9.01, has been expended.
- 9.04 Accumulated days used shall be deducted from the accumulated total.
- 9.05 Teachers shall be informed of the number of days Sick Leave to their credit on each bi-weekly pay advice. The number of days to the credit of each teacher shall be available from the Human Resources Department, at the request of the teacher.
- 9.06 Where a teacher is employed by the Centre, the Centre shall credit the teacher with any accumulated Sick Leave as credited with the immediate 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.
- 9.07 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 their current annual and accumulated Sick Leave and is seriously ill may receive an advance on Sick Leave from the next year's annual entitlement up to a maximum of ten (10) days.

- 9.08 A female teacher shall be permitted to use up to fifty (50) days Sick Leave, if available, for Leave of Absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27 – Pregnancy Leave, Parental Leave and Adoption Leave of the Teachers’ Provincial Agreement remains in effect.
- 9.09 A teacher on an unpaid Leave of Absence shall be considered to have continuous service but sick days under Article 9.01 shall not accumulate and cannot be claimed during the Leave.
- 9.10 A teacher under active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program covered under the Teachers’ Provincial Agreement shall be considered ill.
- 9.11 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 three (3) years. The teacher shall not be permitted to use these days within the first year following return to the employ of the Centre.
- 9.12 (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 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 due to safety of travel concerns they do not attend the appointment, then the time will not be credited against the teacher’s sick leave.
- 9.13 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The parties agree to use the “Request for Medical Information” form contained in Appendix A to this Agreement. Such certificate shall be returned to the Director of Human Resources such information shall be kept confidential.
- 9.14 Teachers returning from an extended illness who are requiring accommodation shall be required to complete Appendix B (Request for Functional Information of Presenting Illness/Injury) The Centre shall pay any fee applicable for completing the form.

ARTICLE 10 – TEACHERS’ FUND

- 10.01 The Centre agrees to pay to a Teachers’ Fund for the schools involved the monies normally paid for noon hour supervision provided the teachers actually perform the duties of noon hour supervision.
- 10.02 The payment cheques to each staff shall be forwarded monthly of each school year.
- 10.03 When requested, staffs shall provide the Centre with an accounting of the monies allocated under this Article.
- 10.04 Supervisory money from the Teachers’ Fund shall not be paid to individual teachers for their personal gain.
- 10.05 On or before June 1 of each year, the Centre shall provide the Chair of the Tri-County RRC with the names of the schools which have received monies pursuant to Article 10.01 and the total amount of monies allocated to each participating school.
- 10.06 When requested, the Centre shall provide the Chair of the Tri-County RRC with the method of calculation of monies under this Article.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.01 The Centre shall grant a one (1) year Leave of Absence to any permanent contract teacher who applies for such a leave.
- 11.02 The Centre may grant an additional year’s Leave of Absence to any permanent contract teacher on Leave of Absence.
- 11.03 (a) A Leave of Absence of more than one (1) month but less than one (1) year may be granted at the discretion of the Centre. Applications for a Leave of Absence of more than one (1) month but less than one (1) year shall be made in writing to the Director of Human Resources at least thirty (30) working days prior to the anticipated date of commencement. In exceptional circumstances the Centre may grant a leave with less than one (1) month notice.
- (b) A Leave of Absence of less than one (1) month may be granted at the discretion of the Centre. Applications for a Leave of Absence of less than one (1) month shall be made in writing to the Director of Human Resources at least seven (7) working days prior to the date of commencement with reply no later than five (5) working days.

- (c) The Centre shall explain the reasons for denial of an application of Leave of Absence for less than one (1) month in writing to the applicant with a copy to the Chair of the Tri-County RRC.
- 11.04 Applications for Leave of Absence of one (1) year shall be submitted in writing to the Director of Human Resources on or before March 10 of the school year prior to the one in which the leave is desired, with reply by April 15.
- 11.05 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.
- 11.06 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.
- 11.07 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.
- 11.08 Upon return from a Leave of Absence, a teacher shall be reinstated:
- (a) to the same or similar position in the same school but not necessarily the exact same teaching assignment, held immediately prior to going on Leave of Absence unless the position no longer exists, in which case the teacher shall be treated in the same manner as the teacher would have been treated but for the Leave of Absence; or
 - (b) to a position mutually agreed upon by the teacher and the Centre.
- 11.09 (a) Any teacher elected as a Member of Parliament or Member of the Legislative Assembly or Municipal Representative shall, upon request, be granted a Leave of Absence for a period of time so elected.
- (b) Upon return from a Leave of Absence pursuant to 12.09 (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 12 – SPECIAL LEAVE

- 12.01 (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, parent, child, step-child, step-parent, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother, sister, grandparent, grandchild, former guardian, ward, and same sex partner.
- (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 more than 400 kilometres from the teacher's place of residence, such leave shall also include reasonable travel time, not to exceed an additional two (2) days:
- i) More than 400 kilometres to 600 kilometres entitled to one (1) day
 - ii) More than 600 kilometres entitled to two (2) days
- (d) Where the interment or memorial service for immediate family pursuant to Article 12.01(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.
- 12.02 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 12.01(a).
- a) For any days taken beyond five (5) days medical documentation may be required.
 - b) A teacher may apply to the Centre for additional unpaid leave for serious illness in the family.
- 12.03 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. This article may be used for serious illness in the teacher's immediate family pursuant to Article 12.01(a) and the Centre may require proof of illness. This leave may also include urgent and imperative personal appointments that cannot be attended to by anyone else, nor re-scheduled to a non-teaching day.

- 12.04 A teacher shall be granted three (3) days without loss of pay for care and comfort measures attending to the illness, including medical appointments not covered elsewhere in this Agreement, of a parent, step-parent, child, step-child, grandchild, partner, or a person for whom they have been declared a guardian. This leave shall be drawn against sick leave entitlement.
- 12.05 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.
- 12.06 No teacher shall suffer a loss of salary when absent because a public carrier on which the teacher is due to travel changes its transportation schedule due to unforeseen circumstances. In such a case, it shall be incumbent upon the teacher to produce documentation to substantiate the claim.
- 12.07 The Centre may grant Special Leave without pay to a teacher when offering for election in a federal, provincial or municipal election subject to the following:
- a) the granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld;
 - b) all days granted shall be full;
 - c) up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
 - d) up to five (5) days for municipal elections (all of these days shall be consecutive).
- 12.08 Upon request, the Regional Executive Director may grant teachers the right to attend the funeral of a teacher, student, Centre employee or school volunteer.
- 12.09 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.
- 12.10 Effective the date of signing for the purpose of Bereavement Leave in this Article “teachers” shall include substitute teachers who have been employed for more than eighteen (18) consecutive days for the same teacher and who have been classified as regular teachers pursuant to Article 32.03 – Substitute Teachers of the Teachers’ Provincial Agreement. The Substitute Teacher must be scheduled to work to access such days.
- 12.11 A teacher shall be entitled to Special Leave for a maximum of ten (10) days without loss of salary to be a living donor. This leave would allow a teacher the time required for testing, counselling, consultation, extraction and recovery.

ARTICLE 13 – UNION RELEASE TIME

- 13.01 The Centre shall provide a maximum of twenty (20) days per school year with pay, plus a maximum carry-over of five (5) days from the previous year, if available, for Union release time to allow teachers to carry out their duties of office. The carry over days shall be non-cumulative. These days are to be banked and used at the discretion of the Tri-County RRC. The Chair of the Tri-County RRC shall advise the Director of Human Resources in advance when days are required by a teacher.
- 13.02 In addition to the days provided for in Article 13.01, the Centre may allow the Tri-County RRC 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).
- 13.03 Days as provided in Articles 13.01 and 13.02 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.

ARTICLE 14 – RIGHT TO UNION REPRESENTATION

- 14.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 14.02 Notwithstanding Article 14.01, 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.
- 14.03 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.
- 14.04 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 15 – SUMMER SCHOOL

- 15.01 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.
- 15.02 Salary shall be at the rate determined by the Centre.

ARTICLE 16 – ITINERANT TEACHERS

- 16.01 Itinerant teachers shall be paid in accordance with the Teachers' Provincial Agreement.
- 16.02 Itinerant teachers shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.
- 16.03 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 17 – PUPIL TRANSPORTATION REIMBURSEMENT

- 17.01 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 the teacher currently holds, 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 18 – SECURITY OF POSITION

- 18.01 (a) For purposes of this Article, "school" means a building or groups of buildings that receive a single staffing allotment to which the teacher is assigned.
- (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 20 .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.

- 18.02 If the teacher in the phased-out position feels that they require upgrading, the Centre shall grant the teacher an unpaid Leave of Absence to obtain such retraining.
- 18.03 Such leave pursuant to Article 18.02 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.
- 18.04 All benefits of a teacher on Leave of Absence pursuant to Article 18.02 shall be suspended during the Leave of Absence but shall be reinstated when the teacher resumes teaching for the Centre.
- 18.05 Notwithstanding Article 18.01, if there is no position vacant, staff reduction shall be carried out according to Article 20 – Seniority, Retention and Recall.

ARTICLE 19 – TEACHING STAFF ALLOCATION PLAN

- 19.01 (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 shall consult with Presidents of the NSTU Locals prior to implementing a staffing proposal.
- 19.02 When formulating the staffing proposal, all teachers shall be considered as Centre employees and all decisions regarding staffing will be made on that basis.
- 19.03 The application of the teaching staff allocation proposal shall indicate the full time equivalent staff complement at each school.
- 19.04 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.
- 19.05 On or before May 1 of each year, the Centre shall provide the Chair of the Tri-County RRC and the Presidents of the NSTU Locals with the names, number of early hires, their contract status and the program area to which hired.

ARTICLE 20 – SENIORITY, RETENTION AND RECALL

- 20.01 Seniority shall denote the last period of consecutive service with the Centre and predecessor Boards.
- 20.02 The period of consecutive years of 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).
- 20.03 Seniority lists shall be established for permanent and probationary contract teachers based on their status up to and including September 30 of the current school year. The lists shall include the teacher's work site.
- 20.04 The seniority lists shall be prepared by the Centre, and posted at each school staff room by the Principal and/or the Union representative and the School Centre offices no later than November 1 of each academic school year.
- 20.05 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.
- 20.06 The signed seniority lists shall be posted in staff rooms and the School Centre offices no later than January 15.
- 20.07 Where a challenge has not been resolved, the teacher may initiate a grievance pursuant to Article 9 – Grievance Procedure, set out in this Agreement.
- 20.08 (a) Notwithstanding Article 20.02, 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.

- 20.09 Seniority shall be computed in the following manner:
- (a) Years of consecutive service with the Centre and predecessor Centres 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 (a) be equal, the total years’ service with the Centre and predecessor Boards shall be used.
 - (c) Where the criteria used in (b) is not readily available or does not break a tie, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie.
 - (d) Where the criteria used in (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.
- 20.10 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.
- 20.11 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 Centre’s Board of Appeal.
- 20.12 Notwithstanding 20.02:
- (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.
- 20.13 A term teacher shall have service as a term teacher credited for seniority purposes when the teacher is given a permanent contract. Service must be consecutive to be so recognized.

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

RETENTION

- 20.16 Where it is absolutely necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition. Staff reduction shall not be invoked to release teachers liable to dismissal for cause.
- 20.17 (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 20.03;
 - (ii) Secondly, Probationary Contract Teachers in accordance with the Seniority List established pursuant to Article 20.03.
- (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, outlining the reason for the teacher leaving the employ of the Centre.

RECALL

- 20.18 The Centre shall maintain a Re-employment List of permanent and probationary contract teachers who were formerly employed by the Centre. Said names shall remain on the list(s) for a period of five (5) years, unless the teacher earlier requests, in writing, that the teacher's name be removed from the list.
- 20.19 Positioning of a teacher on a list pursuant to Article 20.18 shall be based on the seniority of the teacher at the time of interruption of employment.

- 20.20 The Re-Employment List shall be used to recall teachers in the following order:
- (a) Firstly, permanent contract teachers, on the basis of seniority, provided the teacher has in the opinion of the 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.
- 20.21 Teachers on the Re-employment List, pursuant to Article 22 – 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.
- 20.22 The Centre shall cause that preference be given to teachers on the Re-employment List for positions as a substitute teacher.
- 20.23 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.

TERM TEACHERS – RETENTION AND RECALL

- 20.24 (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 20.24 (b). Where the position is advertised after August 1, term contract teachers pursuant to Article 20.24 (b), and whose contract expired on the July 31 preceding the August 1, shall continue to have this benefit apply until December 31 following the July 31 when the term contract expired;
- (b) Consideration and preference for term contract teachers shall be given to the following term teachers in the following order:
- (i) Full time term contract teachers with two (2) or more consecutive years of service; (Term A)
 - (ii) Term contract teachers whose aggregate of term contract service, in consecutive school years, with the Centre and predecessor Centres is at least three hundred and ninety (390) days; (Term B)
 - (iii) Full time term contract teachers; (Term C)

- (iv) Term contract teachers whose aggregate of term contract service, in consecutive school years, with the Centre 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. (Term D)
- (c) A term contract teacher pursuant to Article 20.24 (b) who is unable to attain a position which would maintain the current term status shall retain status for a period of one school year, provided evaluation are deemed to be satisfactory.
- (d) Teacher Pursuant to 20.24 (b) 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.

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

- 20.26 (a) A term teacher who has been appointed to a position for the ensuing school year will be considered for a subsequent competition only if:
- The closing date for the competition is on or before August 10, 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 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 teacher who has been appointed to a position for the ensuing school year will be limited to only one subsequent consideration pursuant to Article 20.26 (a) above.
- (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 21 – TRANSFER

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

21.02 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 21.03 (a) and have been offered a vacant or unfilled position at their original school and the placement of surplus teachers pursuant to Article 21.07 (c), the Director of Human Resources will cause to be posted in each school and provide to the Chair of the Tri-County RRC and the Presidents of the NSTU Locals a list of all positions which remain vacant and are therefore available for transfer of permanent contract teachers.

(c) Permanent contract teachers may apply for such posted vacant positions. The successful applicant shall be selected in accordance with Article 22.07 (d).

(d) A teacher who is successful in attaining a transfer to a different vacant position is eligible for further participation in the teacher transfer process, until the end of the second round of permanent postings. Said teacher must agree to remain in the position to which they have been transferred to at the end of the second round of permanent postings for a minimum period of the entire ensuing school year.

When this occurs, the employer will not repost the first round of postings unless necessary. The employer will make an offer to the next qualified candidate from round one.

(e) Except where waived by the Centre because of a legitimate change in personal circumstances, a teacher requesting a transfer(s) is only entitled to refuse offers of transfer in the first round, before being ineligible to participate any further in the teacher transfer process for the school year under consideration.

(f) There shall be no fewer than two (2) nor more than three (3) rounds of transfer before June 15 in each school year.

- (g) Effective August 1, 2016, a teacher granted a probationary or permanent contract in the specialty area of French (Immersion and Core), Guidance, and Resource shall, during the first five (5) years after the teacher is hired, 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 contract for that position becomes effective.
- (h) Notwithstanding 21.02 (g) 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.

21.03 Centre-Initiated Transfers

- (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 20.03 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;
 - (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 date of a Centre-initiated transfer, displaced or surplus teachers shall be afforded the opportunity of first refusal for any teaching position which becomes open in the school from which the transfer was made, in accordance with Article 22.07 (b).
- (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 20.03 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.

21.04 School Closures and Re-alignments

- (a) (i) 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.
- (ii) In the case that students are transferred to more than one school, the teacher 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.

- (iii) In the event there are more teachers to be transferred than positions available, teachers shall be transferred to receiving schools based on the percentage of students going to each school. Teachers shall make their selections in order of seniority.
- (b) (i) 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.
- (ii) In the case that students are transferred to more than one school, the teacher 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.
- (iii) In the event there are more teachers to be transferred than positions available, teachers shall be transferred to receiving schools based on the percentage of students going to each school. Teachers shall make their selections in order of seniority.
- (c) Should the transfer of teachers in 21.04(a) and 21.04(b) result in the affected school(s) having a surplus of teachers, staff reduction shall be accomplished pursuant to Article 18 – Security of Position and Article 21.03 – Centre Initiated Transfers.

21.05 Permanent contract teachers are eligible to apply for posted vacant positions which become available until the end of each current academic school year (July 31). The date may be extended by two (2) weeks by mutual agreement of the Centre and the Union.

ARTICLE 22 – STAFF PLACEMENT

22.01 (a) Except where otherwise stated in this Agreement, for the purposes of hiring and contested vacancies, but excluding administrative/supervisory positions in Article 24, selection of the successful applicant shall be based upon either the evaluative approach or the seniority-dominant approach, as described in Article 22.02 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.
- 22.02 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.
- 22.03 The Centre shall notify, in writing, the Presidents of the NSTU Locals of the percentage weights attached to each criterion in the evaluative approach and the seniority-dominant approach pursuant to Article 22.02 prior to the implementation of Article 22.07.
- 22.04 In all such staffing decisions, the Centre shall be bound by its Hiring of Staff Policy.
- 22.05 In the event the Centre, or its delegate, shall choose not to accept the recommendation of the Interview Team, such decision shall be open to grievance and reviewable by an arbitrator, whose decision on the matter shall be final and binding upon the parties.
- 22.06 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.
- 22.07 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 24 and the approach described therein;

- (b) Second, any teacher who has in the current school year or previous school year been moved pursuant to Article 21.03 shall be offered any vacant or unfilled position at their original school, in accordance with the seniority-dominant approach up to September 1.
- (c) Third, all teachers who have been declared surplus by the Centre, or who cannot be placed after school closures or re-alignments, in accordance with the seniority-dominant approach. Surplus teachers shall be given a list of all known vacant and unfilled positions and shall have a minimum of two (2) days to make application for such positions. Teachers shall indicate the 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 21.02, in accordance with the evaluative approach;
- (e) Fifth, all teachers who were subjected to Centre-initiated transfers pursuant to the provisions of Article 21.03, in accordance with the evaluative approach;
- (f) Sixth, all teachers on the Centre's Re-Employment List, in accordance with the seniority-dominant approach;
- (g) Seventh, consideration will be given to eligible employment equity applicants in accordance with Article 22.08 for all remaining positions (vacant, unfilled, part time and substitute to possible term).
- (h) Eighth, all teachers who have applied for positions posted pursuant to Articles 23.01, and all term contract teachers who have applied for positions pursuant to Articles 20.24, 20.25, 20.26 and 26.03 (a) in accordance with the evaluative approach;
- (i) Ninth, new teachers to the Centre, in accordance with the evaluative approach.

22.08 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 year. For clarity, an early hire teacher may be a Term A, Term B, Term C, or Term D teacher, or an external applicant.

- (a) The Centre may hire up to four (4) teachers as early hires each year provided there are no teacher layoffs that staffing season. The number of early hires will be dependent on a number of factors including the projected retirements and the Centre's budget and will be communicated to the NSTU in advance of any early hires. In accordance with Article 22.07(g), after consideration of permanent contract teachers, permanent contract teachers declared surplus and probationary contract teachers declared surplus, the Centre has the flexibility to place an early hire to address employment equity.
- (b) A teacher filling a vacant position described above who is granted a probationary or permanent contract may be required to remain in that program area or school for five (5) consecutive years commencing on the date the probationary contract becomes effective. A Leave of Absence granted pursuant to Article 12 shall not count towards the five (5) year commitment to the program area or school.
- (c) The Centre and the Union agree that the provisions of this Article do not override the job security provisions of Article 21 of the Teachers' Provincial Agreement. This Article provides a procedure for staffing for the ensuing school year, including the right of early hires to access vacant positions. Article 21 provides job security in certain instances where early hiring has taken place. The provisions of this Article and Article 21 of the Teachers' Provincial Agreement are meant to be complementary and not conflicting.
- (d) The Union shall be informed of the names of any such persons hired within five (5) working days of hire.

ARTICLE 23 – VACANCIES AND APPOINTMENTS

- 23.01
- (a) Human Resources 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 24 – Consultant Positions.
 - (c) According to the time frame described in the posting, interested candidates must apply for the role utilizing the online application process.

- (d) (i) Every reasonable effort shall be made to notify all short listed applicants of the recommendation of the Interview Team as soon as the hiring decision has been finalized. Should this take longer than five (5) working days, the Centre shall notify the Union.
- (ii) Every reasonable effort shall be made to notify the successful applicant of the recommendation of the interview Team as soon as the hiring decision has been finalized. Should this take longer than five (5) working days, the Centre shall notify the Union.

ARTICLE 24 – CONSULTANT POSITIONS

- 24.01 In filling Consultant positions, 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.
- 24.02 A selection process, including interviews, shall be followed for all consultant positions which become vacant or are posted on an acting basis. In all such staffing decisions, the Centre shall be bound by its Hiring of Staff Policy.

ARTICLE 25 – NOTICE OF ASSIGNMENT

- 25.01 Each teacher on continuing contract shall be notified, in writing, by their Principal, of their major subject area and/or grade level for the next school year prior to May 30 or prior to the first round of voluntary transfer, whichever is earlier.
- 25.02 After consultation with all concerned teachers, every reasonable effort will be made, to appoint each teacher to subjects, grades, and/or areas of preference, subject to the teacher possessing the qualifications necessary for the position.
- 25.03 Before any Notice of Teaching Assignment resulting in a major change in responsibilities is given to a teacher, the teacher shall be consulted regarding the change. In addition, said Notice, when given, shall contain in writing the reasons for change, if requested by the teacher.
- 25.04 Prior to posting positions pursuant to Article 23 the Principal shall make reasonable efforts to inform teachers assigned to the school of vacancies and unfilled positions in the school and give these teachers an opportunity to be considered for a change in assignment up until the commencement of the voluntary round of posting.

- 25.05 The Union recognizes that provincial funding delays and/or subsequent unforeseeable staff resignations may from time to time require the Centre to change a teacher's assignment after May 30.
- 25.06 Teachers shall receive their teaching timetables no later than the first teaching day of the school year unless there are unusual circumstances. A teacher who considers that their enrolment is not at an appropriate level may report the facts of the situation in writing to the principal who shall investigate and respond in writing to the teacher.

ARTICLE 26 – JOB SHARING

- 26.01 The Centre recognizes that job sharing arrangements may, in certain circumstances, represent a viable and effective staffing option.
- 26.02 (a) Any full-time permanent contract teacher in the employ of the Centre may apply in writing to the Director of Human Resources by March 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.
- 26.03 (a) Where there is no co-applicant, the Centre shall post the notice for job share partners during the normal staffing process pursuant to Article 23.
- (b) Permanent contract teachers are eligible to apply for term job share positions pursuant to Article 26.03 (a).
- 26.04 The approval of job-sharing applications shall be in the sole discretion of the Centre, upon recommendation 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 the application and/or the recommendations are brought before the Centre. Following discussion of the Director of Human Resource's concerns, the applicants may revise their application.
- 26.05 The Director of Human Resources shall notify the successful applicants on or before April 1 of the school year prior to the school year in which the shared teaching is to occur.

Where the Centre posts the notice for the job share partner pursuant to Article 26.03 (a), the approval will be conditional upon being able to secure a job-sharing partner by August 10 of the school year in which the shared teaching is to occur.

- 26.06 The application must be accompanied by:
- (a) The proposed teaching schedule; and
 - (b) The recommendation of the school principal.
- 26.07 Each application is for a one (1) year period.
- 26.08 To continue a shared teaching arrangement beyond a one (1) year period, re-application is required by the applicant, pursuant to Article 26.02 (a).
- 26.09 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 the teacher performs the duties and discharges the responsibilities of the position;
 - (b) Each sharing teacher shall be present for any Parent Visitation sessions during any term provided the teacher has taught any part of that term;
 - (c) Notwithstanding Article 26.09 (a), if school time is involved for Parent Visitation, only the teacher regularly scheduled for duty shall be paid;
 - (d) When an in-service is held, only the teacher who is regularly scheduled for duty shall attend and only that teacher shall be paid. The other teacher is encouraged to attend by both parties.
 - (e) Each sharing teacher shall be paid on a regular basis for and during that portion of the school year that the teacher works, subject to the provisions of Article 66 – Method of Payment of the Teachers’ Provincial Agreement; and
 - (f) The teaching schedule of each sharing teacher shall be arranged in consultation with the school principal.
- 26.10 At the end of the school year for which a job sharing arrangement was in effect, the applicant or co-applicants shall return to 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 the teacher would have been treated but for the job sharing arrangement.

ARTICLE 27 – IN-REGION TEACHER EXCHANGE

- 27.01 Permanent contract teachers seeking one (1) year exchanges within the Centre shall apply in writing to the Director of Human Resources by February 1.
- 27.02 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.
- 27.03 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 22 – Staff Placement.
- 27.04 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.
- 27.05 With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.
- 27.06 If an agreement is renewed for a third consecutive year, the exchange shall become permanent.

ARTICLE 28 – VIOLENCE AGAINST TEACHERS

- 28.01 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.
- 28.02 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.
- 28.03 If the discipline concern remains unresolved, the teacher(s) shall have the right, accompanied by the President of the Local, or designate if so desired, to address the issue with the Regional Executive Director (or designate) and Director of Human Resources (or designate).

ARTICLE 29 – EDUCATIONAL CHANGE

- 29.01 Educational change refers to the introduction of methods, theories and practices which are intended to continually improve teachers' professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.
- 29.02 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.
- 29.03 Either party may convene a meeting of the Management-Teacher Committee to discuss significant impending changes referred to in Article 29.01. Such discussions shall include consideration of the impact on teaching staff, the retraining needs and the in-service needs of teachers. Where possible such retraining or in-servicing shall take place prior to implementation.
- 29.04 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 29.03.
- 29.05 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 29.05 shall be construed to impose upon the Centre any additional financial or resource obligation.

ARTICLE 30 – TEACHER IN CHARGE

- 30.01 A teacher may be appointed by the Centre or its agent as a Teacher in Charge in accordance with this Article.
- 30.02 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.
- 30.03 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.

- 30.04 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.
- 30.05 Whenever possible, the Teacher in Charge shall be selected from those permanent teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.
- 30.06 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 31 – OCCUPATIONAL HEALTH & SAFETY

- 31.01 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 agreed to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act* and its Regulations.
- 31.02 (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 31.02 (a) must be approved by the Director of Human Resources or designate.

ARTICLE 32 – PRINTING OF AGREEMENT

- 32.01 The Union shall have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the Centre shall have a copy of the Agreement.
- 32.02 The cost of the printing shall be equally shared between the Union and the Centre.
- 32.03 The Union shall be responsible for the distribution of the Agreement to its members.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Yarmouth, Nova Scotia, this 14th day of April 2021.

**TRI-COUNTY REGIONAL
CENTRE for EDUCATION**

NOVA SCOTIA TEACHERS UNION

Dr. Chris Boulter

Regional Executive Director
Tri-County Regional Centre for Education

Paul Wozney

President
NSTU

Christie Macdonald

Human Resources Director
Tri-County Regional Centre for Education

Elizabeth Thomas

President – Digby Local
NSTU

Michelle Goreham

President – Shelburne Local
NSTU

Glenys Stephenson

President – Yarmouth Local
NSTU

Jared Purdy

Witness

Tim MacLeod

Witness

APPENDIX “A”

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Director of Human Resources

79 Water Street

Yarmouth, Nova Scotia B5A 1L4

Telephone (902) 7425984

Fax: (902) 7492834

REQUEST FOR MEDICAL INFORMATION

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURNED TO THE TRI-COUNTY REGIONAL CENTRE FOR EDUCATION, YARMOUTH, BY _____, 20 _____.

(A) PHYSICIAN’S SECTION

TO THE PHYSICIAN:

Your patient is a teacher with the Tri-County Regional Centre for Education. The teacher has been absent from work due to illness since _____. The Centre requires information regarding the teacher’s current medical condition. Please complete this form only if you have treated the teacher during the illness in question, or have predetermined medical information that this individual has been ill since that date specified above. Your cooperation is appreciated. Any fee applicable to you for completing this form should be billed directly to the Tri-County Regional Centre for Education.

(1) Teacher’s Name:

(2) Teacher’s Address:

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

(4) Duration of current illness or injury: From _____ to _____

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

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

Yes

No _____

(7) On the patient's return to work, are there restrictions on any activities the employee can engage in? If so, please specify.

Physician's Name and Address:

Physician's Signature:

Date:

Other remarks (use additional sheet if necessary)

B. EMPLOYEE'S SECTION

I hereby authorize my physician to release the foregoing information (including any explanation arising from the information provided) concerning my current illness or injury to the Tri-County Regional School Centre for Education. I understand that I will receive a copy of any medical information received by the Centre from my physician.

Teacher's Signature

Date

cc: Regional Executive Director, Tri-County Regional School Centre for Education.

APPENDIX “B”

Request for Functional Information of Presenting Illness/Injury
Tri-County Regional Centre for Education
79 Water Street
Yarmouth, Nova Scotia, B5A 1L4
Phone: 749-5696 Fax: 749-2834

The Tri-County Regional Centre for Education has developed a return to work program to assist employees in their rehabilitation and return to full health and employment. Part of the process is to get information about your current abilities from your physician as it relates to your illness/injury. To do this we ask that you have your physician 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): |
| <small>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 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.</small> | |
| Employee's Signature: | Date |

| Section 2 (To be completed by Physician or Authorized Health Professional) | |
|--|--|
| <p>Does Employee have any significant physical, psychological or mental impairment that currently impairs the employee from returning to unrestricted duties?</p> <p><input type="checkbox"/> NO Employee can return to unrestricted work activities.</p> <p><input type="checkbox"/> YES If yes, please answer the following questions.</p> | |
| <p>If the employee currently has a physical impairment, please complete the Physical Capability Assessment (on reverse side). If the impairment is non-physical, please describe the current limitations the employer should bear in mind in the search for suitable transitional duties (Example: inability to interact with the public, shortened work day tolerance). PLEASE DO NOT INCLUDE A DIAGNOSIS.</p> <p>_____</p> <p>_____</p> <p>_____</p> | |
| <p>Is the physical or psychological impairment: <input type="checkbox"/> Temporary or <input type="checkbox"/> Permanent</p> | <p>If the impairment is temporary, how long do you think the impairment will last? <input type="checkbox"/> 2-4 weeks <input type="checkbox"/> 4-6 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> >3 months</p> |
| <p>When can Employee return to transitional/restricted duties within the listed abilities/limitations? _____</p> | <p>When do you anticipate a return to unrestricted work duties? Is this illness/injury chronic? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>When is employee scheduled for a reassessment? _____</p> | |
| <p>(Optional) Are there workplace barriers or steps that the Employer could take to assist in recovery and rehabilitation? _____</p> | |

| 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: |

Physical Capability Assessment of Presenting Illness/Injury

Tri-County Regional Centre for Education

79 Water Street

Yarmouth, Nova Scotia, B5A 1L4

Phone: 749-5696 Fax: 749-2834

Employee Name: _____

| LIFTING | No Restriction | Occasional | Restricted |
|-----------|----------------|------------|------------|
| Sedentary | | | |
| Light | | | |
| Medium | | | |
| Heavy | | | |

| STANDING | No Restriction | Occasional | Restricted |
|-------------|----------------|------------|------------|
| 1 hr – 2 hr | | | |
| 2 hr – 4 hr | | | |
| 4 hr – 6 hr | | | |
| 6 hr – 8 hr | | | |

| CARRYING | No Restriction | Occasional | Restricted |
|-----------|----------------|------------|------------|
| Sedentary | | | |
| Light | | | |
| Medium | | | |
| Heavy | | | |

| WALKING | No Restriction | Occasional | Restricted |
|-------------|----------------|------------|------------|
| 1 hr – 2 hr | | | |
| 2 hr – 4 hr | | | |
| 4 hr – 6 hr | | | |
| 6 hr – 8 hr | | | |

| BENDING | No Restriction | Occasional | Restricted |
|--------------|----------------|------------|------------|
| To a desk | | | |
| To the floor | | | |

| L ARM USE | No Restriction | Occasional | Restricted |
|----------------|----------------|------------|------------|
| Above Shoulder | | | |
| Below Shoulder | | | |

| CLIMBING | No Restriction | Occasional | Restricted |
|----------|----------------|------------|------------|
| Stairs | | | |
| Ladder | | | |

| R ARM USE | No Restriction | Occasional | Restricted |
|----------------|----------------|------------|------------|
| Above Shoulder | | | |
| Below Shoulder | | | |

| SITTING | No Restriction | Occasional | Restricted |
|-------------|----------------|------------|------------|
| 1 hr – 2 hr | | | |
| 2 hr – 4 hr | | | |
| 4 hr – 6 hr | | | |

| R HAND USE | No Restriction | Occasional | Restricted |
|---------------|----------------|------------|------------|
| General Tasks | | | |
| Fine Control | | | |
| Gripping | | | |

| SHOULDER MOVEMENT | No Restriction | Occasional | Restricted |
|-------------------|----------------|------------|------------|
| 1 hr – 2 hr | | | |
| 2 hr – 4 hr | | | |
| 4 hr – 6 hr | | | |

| L HAND USE | No Restriction | Occasional | Restricted |
|---------------|----------------|------------|------------|
| General Tasks | | | |
| Fine Control | | | |
| Gripping | | | |

| VOICE | No Difficulty | Occasional Difficulty | Constant Difficulty |
|-------|---------------|-----------------------|---------------------|
| | | | |

| HEARING | No Difficulty | Occasional Difficulty | Constant Difficulty |
|---------|---------------|-----------------------|---------------------|
| | | | |

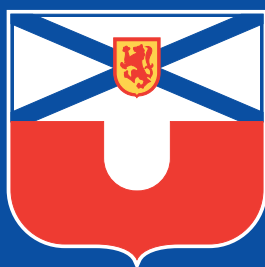
Health Care Provider: The information provided in this document is true and based on my examination of the patient.

Signature: _____ **Date:** _____

Name (Print): _____

Mailing Address: _____

Telephone Number: _____ **Fax Number:** _____



Printed March 2021

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

1-800-565-6788