



COLLECTIVE AGREEMENT

between the

Annapolis Valley Regional School Board

and the

Nova Scotia Teachers Union

January 15, 2013 - July 31, 2016

THIS AGREEMENT is made this fifteenth day of January, 2013 A.D.

BETWEEN

The **ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**, of the Province of Nova Scotia, hereinafter called the “**BOARD**”

Party of the first part

AND

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

Party of the second part

THIS AGREEMENT shall enure to the benefit of, and be binding upon, the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

The Annapolis Valley Regional School
Board

Margo Tait
WITNESS

Lavinia Parrish Zwicker
CHAIRPERSON

The Nova Scotia Teachers Union

Belinda Snow
WITNESS

Shelley Morse
PRESIDENT

Annapolis, Kings, and Hants West District
Locals of the Nova Scotia Teachers Union

Kimberley Frank
WITNESS

Krista Wright
PRESIDENT, Annapolis District Local

Kimberley Frank
WITNESS

Sheldon States
PRESIDENT, Hants West Local

Jo-Leigh MacPhee
WITNESS

Natalie MacIsaac
PRESIDENT, Kings Local

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ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

- (a) “Abilities” means the acquired proficiency to effectively deal with teaching/administrative situations which are likely to arise in classrooms, schools or Regional Office.
- (b) “Administrative Position” means a position for which a teacher receives an administrative allowance.
- (c) “Assumed Permanent Contract” means a 2nd year probationary contract teacher after May 1st.
- (d) “Agreement” means this professional agreement between the Board and the Union.
- (e) “Annapolis Valley Regional Representative Council” or “NSTU-AVRRRC” means an organizational structure of the Union which represents teachers from the Annapolis, Hants West and Kings Locals of the Union. For the purpose of this Agreement, it shall include the Chairperson of the Regional Representative Council and the Presidents of the Annapolis, Hants West and Kings Locals of the Union.
- (f) “Business day” means a day, Monday to Friday inclusive, excluding holidays.
- (g) “Experience” means the practical knowledge gained through previous teaching or work activities relevant to the position being considered and shall include, but shall not be limited to, the following: providing leadership to other teachers, committee work at the Board or provincial level or to a professional development component sponsored by the Union, education research, peer coaching, the development of curriculum/instructional projects, personal or professional development or other similar activities in related endeavours.
- (h) “Fiscal year” means the period from and including the first (1st) day of April in any year to and including the thirty-first (31st) day of March in the next calendar year.
- (i) “New position” means the initial vacant or unfilled position which becomes available as a result of a resignation, retirement, death, administrative appointment, newly created position, or leave after May 1st.
- (j) “Qualifications” means the teacher’s teaching certificate, degrees, major and minor areas of study and courses, including study in progress or completed, in specialized areas that may relate to teaching or the teaching/administrative assignment and shall also include, but shall 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 Board, the Union, universities or other recognized advocates of education; and, short courses or personal study approved by the Board.

- (k) “Reference check” is a score given by members of an interview team from recorded answers done by one (1) member of the team based on a prepared set of questions answered by at least two (2) referees.
- (l) “School” means, for the purposes of Articles 23, 24, and 25 - one or more buildings or part of a building, designated by the Board as a “school” and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement.
- (m) “School year” means the period from and including the first (1st) day of August in any year to and including the thirty-first (31st) day of July in the next calendar year.
- (n) “Superintendent of Schools” means a teacher appointed by the Board to be in charge of the school system.
- (o) “Teacher” means a person defined as a “teacher” in the Teachers’ Provincial Agreement and employed by the Board under a probationary, permanent, or term contract.
- (p) “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- (q) “Unfilled position” is a position for which there is an incumbent teacher.
- (r) “Vacant position” is a position for which there is no incumbent teacher.

1.2 In this Agreement, the feminine includes the masculine and vice versa and the singular includes the plural and vice-versa unless the context requires otherwise.

ARTICLE 2 – RECOGNITION

2.1 The Board recognizes the Union as the sole bargaining agent for and on behalf of all teachers employed by the Board.

ARTICLE 3 – DURATION OF AGREEMENT

3.1 The provisions of this Agreement shall be effective from the date of this award and shall remain in full force and effect until the thirty-first (31st) day of July, 2016 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 two parties.

- 3.2 This Agreement may be amended at any time by mutual consent of both parties.

ARTICLE 4 – PRINTING AND DISTRIBUTION OF AGREEMENT

- 4.1 The Union shall have printed, in booklet form, sufficient copies of this Agreement so that each teacher in the bargaining unit, shall have copy of the Agreement as soon as possible after the signing of said Agreement.
- 4.2 The cost for the initial printing, pursuant to Article 4.1, up to three hundred dollars (\$300.00) shall be paid by the Board. Any cost in excess of three hundred dollars (\$300.00) shall be equally shared by the Board and the Union.
- 4.3 The Union and the Board shall share equally the cost for any additional printing.
- 4.4 Notwithstanding Article 9.2, the Union shall be responsible for the distribution of the Agreement to its members as of the date of signing this Agreement.

ARTICLE 5 – FAIRNESS

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

ARTICLE 6 – MANAGEMENT-TEACHER COMMITTEE

- 6.1 The purpose of the Management-Teacher Committee (“Committee”) is to foster good communication and effective working relationships between the parties. The Committee shall not have the authority to make decisions regarding the administration of the Agreement, nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.

- 6.2 **The Committee shall be composed of:**

- (a) four (4) teachers; and
- (b) four (4) representatives of the Board’s management being:
 - (i) Superintendent of Schools;

- (ii) Director of Human Resources;
- (iii) Director of Finance or Director of Operations
- (iv) Director of Programs and Service.

- 6.3 (a) The Committee shall meet not less than four (4) times per year (bi-monthly) and may meet on such other dates and times as may be mutually agreed upon. Dates and places will also be mutually agreed upon. 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 any meeting of the Committee shall notify the Chairperson at least five (5) days before the date of the meeting and the Chairperson 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) Management will assign a regional office secretary who will be responsible for preparing and circulating the agenda and minutes.
- (e) The Chairperson position will alternate between the Union and the Management representatives.
- 6.4 (a) The Management agrees to provide to the NSTU-AVRRC all relevant information on class size and pupil-teacher ratios by October 30th of each school year if such information is requested by the NSTU-AVRRC.
- (b) The Management-Teacher Committee shall meet :
- (i) to review the information provided pursuant to (a) on class sizes and pupil-teacher ratios;
 - (ii) to review any unresolved teacher workload situations;
 - (iii) to review teacher placements in accordance with Article 24.1 (e);
 - (iv) to consult on any problems identified.
- 6.5 (a) Management agrees to provide to the NSTU-AVRRC all relevant information on significant educational change affecting the Region. Educational change shall refer to:
- (i) significant curriculum changes;
 - (ii) significant new instructional strategies;

- (iii) Regional, or school, technological change including the introduction of equipment, related materials, or processes.

Such information will be provided through the Management-Teacher Committee at least sixty (60) days before the introduction of the educational change.

- 6.6 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 Board and the NSTU-AVRRRC.

ARTICLE 7 – GRIEVANCE / ARBITRATION

- 7.1 The term “days” as used in this Article means business days.
- 7.2 The NSTU-AVRRRC shall no later than September 30th of each school year appoint not more than nine (9) teachers to be members of a committee which shall be known as the Grievance Committee and the function of which shall be to deal with grievances.
- 7.3 The Union shall appoint and the Board shall recognize the Grievance Committee of the Locals representing all regular members of the Union to deal with grievances. The Union shall inform the Director of Human Resources, or designate, in writing of the members of the Committee or any change therein.
- 7.4 A grievance is a dispute arising between the Board and a teacher or the Board and the Union regarding the interpretation, application, administration or any alleged violation of this Agreement or any amendment or attachment thereto. Any question as to whether a matter is arbitrable shall be determined in accordance with this Article 7.
- 7.5 **Informal Process**
Wherever practicable the person making the complaint should first attempt to resolve the matter informally through discussions with the other persons involved in the alleged violation of this Agreement.
- 7.6 **Individual Grievances: Formal Process**
Individual grievances shall be processed in the following manner:

Step 1

- (a) Within ten (10) days after the alleged grievance has come to the attention of the grievor, the grievor and/or his/her representative shall submit the grievance in writing to the Coordinator of Employee and Labour Relations and provide a copy to the Chair of the Grievance Committee. The grievance shall bear the signature of the teacher, and shall provide a summary of the facts giving rise to the grievance, and identification of the specific Article(s) alleged to have been violated. The grievor shall make every reasonable effort to identify the correct Article(s).
- (b) The Coordinator of Employee and Labour Relations (or alternate Human Resources designate) shall meet with the grievor with or without the Chair of the Grievance Committee (or designate) in an endeavour to resolve the dispute.
- (c) The Coordinator of Employee and Labour Relations (or alternate Human Resources designate) shall reply in writing to the grievor, with a copy to the Chair of the Grievance Committee, within ten (10) days from the date the grievance was received.

Step 2

- (a) If the reply of the Coordinator of Employee and Labour Relations (or the alternate Human Resources designate) is not acceptable to the grievor, the Grievance Committee may, within ten (10) days of the reply being received, submit the grievance in writing to the Director of Human Resources, outlining a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and the requested resolution.
- (b) At Step 2, the Director of Human Resources may request only the Superintendent to serve as the Human Resources designate.
- (c) The Director of Human Resources, or Human Resources designate, shall then arrange and hold a meeting with the Grievance Committee to discuss the grievance. At such meeting there may be present such additional persons as the parties may mutually agree upon and both parties shall act reasonably in this regard.
- (d) Within ten (10) days of receipt of the grievance, the Director of Human Resources, or Human Resources designate, shall reply in writing to the grievance.
- (e) If the matter is not resolved at Step 2 of the grievance procedure, the Union may, within ten (10) days following the receipt of the reply of the Director of Human Resources, or the Human Resources designate, refer the grievance to

arbitration by giving a notice in writing to the Director of Human Resources.

7.7 Union or Board Grievance: Formal Process

- (a) Any grievance between the Union and the Board must be submitted in writing (including a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought) to the Director of Human Resources or the Chair of the NSTU-AVRRRC, as the case may be, within ten (10) days of the event giving rise to the grievance.
- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources or the Chair of the NSTU-AVRRRC, as the case may be, shall arrange and hold a meeting to discuss the grievance. At any such meeting there shall be present the Director of Human Resources and the Grievance Committee and such other persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of receipt of the grievance the Director of Human Resources or the Chair of the NSTU-AVRRRC, as the case may be, shall reply in writing to the grievance.
- (d) If the reply given by the Director of Human Resources or the Chair of the NSTU-AVRRRC is not satisfactory to the other party, the Union or the Board, as the case may be, may, within ten (10) days of receiving the reply, refer the matter to arbitration pursuant to this Article by giving a notice in writing to the other party.
- (e) It is the intention of the parties that the procedure provided for in this Article 7.7 for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for individuals is not appropriate. It should not be used to by-pass the regular grievance procedure provided for individuals.

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

7.9 The Director of Human Resources and the Chair of the Grievance Committee may elect to seek a resolution through the Grievance Mediation process of the Department of Labour, prior to proceeding to arbitration. This process will take place following Step 2 of the grievance process and after one party has notified the other of its decision to refer the grievance to arbitration. Said process will not

interfere with the time-line for the arbitration process except by mutual agreement of the parties.

- 7.10 Where a matter has been submitted to arbitration pursuant to the provisions of this Article, the Board and the Union shall, within ten (10) days of the receipt of the notice of referral, attempt to agree on the appointment of an arbitrator. If the parties are unable to concur on the appointment of an arbitrator, the arbitrator shall be appointed by the Minister of Labour, upon the request of either party.
- 7.11 A Board of Arbitration may be appointed by mutual agreement of the parties.
- 7.12 The arbitrator, once appointed shall hear the grievance and render a decision as expeditiously as possible but in no event any later than one (1) month from the date of the end of the arbitration hearing.
- 7.13 The decision of the arbitrator shall be final and binding upon the Board, the Union and the teacher(s).
- 7.14 The arbitrator shall not have the power to alter, modify or amend any of the provisions of this Agreement or make any decision inconsistent with the provisions of this Agreement.
- 7.15 One-half (1/2) of the costs, expenses and fees of the arbitrator shall be paid by the Union and one-half (1/2) by the Board.
- 7.16 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned. On the other hand, the grievor may proceed to the next step in the absence of a stipulated meeting or reply within the stipulated time limits.
- 7.17 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 8 – BOARD MINUTES, POLICY AND BUDGET

- 8.1 Copies of unapproved minutes of Board meetings will be made available to the Union through the Board's website.
- 8.2 The Secretary to the Board shall provide the NSTU-AVRRRC with a copy of the Policy Manual and the Administration Procedures Manual including any updates made to these manuals as they become available.

- 8.3 The Board shall forward to the NSTU-AVRRC a draft of proposed changes in educational or personnel policy that directly affect teachers before the adoption of said policy by the Board. The NSTU-AVRRC shall have the right to make representation for contractual implications and/or compliance with said policy to the Board or the appropriate committee of the Board.
- 8.4 The Board shall grant the Union access to the unapproved Human Resource Committee Minutes by including the Chairperson of the NSTU-AVRRC and the Presidents of the Locals on the distribution list.
- 8.5 The Director of Finance and Operations shall supply the NSTU-AVRRC with a copy of its budget after it is approved by the Board and a copy of its audited annual financial statements.

ARTICLE 9 – NEW TEACHERS

- 9.1 The Board agrees to acquaint new teachers with the fact that this Agreement is in effect, and with the deductions provided for in Article 52 of the Teachers' Provincial Agreement.
- 9.2 The Board shall provide new teachers with a copy of this Agreement. Said copies of the Agreements shall be provided through the Union's printing arrangements.

ARTICLE 10 – SICK LEAVE

- 10.1 Subject to the provisions of this Article, every teacher employed by the Board, except teachers on Full Year Study Leave or unpaid sick leave, shall be entitled, effective August 1st of each school year, to twenty (20) days sick leave for each school year, which days shall be referred to as current sick leave during the year they were granted.
- 10.2 Notwithstanding Article 10.1, when a teacher who has been on unpaid leave resumes his/her duties, he/she shall be entitled to the sick leave days pursuant to Article 10.1 except that such days shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days remaining in the school year.
- 10.3 In addition to current sick leave, every teacher may accumulate one hundred percent (100%) of his/her unused sick leave pursuant to Article 10.1 to a maximum of one hundred and ninety-five (195) days.

- 10.4 Accumulated sick leave shall not begin to be used until the current year's regular sick leave pursuant to Article 10.1 has been expended.
- 10.5 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 10.6 The Board shall inform, in writing, each teacher in its employ, on the bi-weekly pay advice, of the number of sick leave days accumulated.
- 10.7 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.
- 10.8 A teacher may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) working days or where the Board has reasonable concerns that there may be misuse of sick leave the Coordinator of Employee and Labour Relations (Teaching Group) may request a medical certificate be completed and such certificate shall be sent to the Coordinator of Employee and Labour Relations (Teaching Group). The parties agree that teachers shall use the "Request for Medical Information Form" attached to this Agreement as Appendix "A" and such information shall be kept as confidential.
- 10.9 Any request by a teacher for an accommodation as a consequence of illness, injury or disability, shall be supported by such medical information from the teacher's medical practitioner as the Board may reasonably require.
- 10.10 A female teacher shall be permitted to use up to fifty (50) days sick leave, if available, for leave of absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27-Leave of Absence for Pregnancy of the Teachers' Provincial Agreement remains in effect.
- 10.11 When a teacher is employed by the Board, the Board shall credit the teacher with accumulated sick leave as credited with the immediately preceding employing Board in Nova Scotia to a maximum as provided in Article 10.3. The teacher will be responsible for requesting and receiving written confirmation of the sick leave quota from the preceding school board.
- 10.12 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.

ARTICLE 11 – BEREAVEMENT/SPECIAL LEAVE

11.1 For purposes of this Article, relationships are recognized by Revenue Canada.

Bereavement

- 11.2 (a) A teacher shall be granted five (5) days without loss of pay and benefits immediately following the death of each parent, step-parent, child, step-child, grandchild, spouse, same-sex partner, or fiancée, person for whom you have been declared a guardian, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or former guardian.
- (b) A teacher shall be granted three (3) days without loss of pay and benefits immediately following the death of each sister-in-law, brother-in-law, aunt, uncle, niece, or 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 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.

Serious Illness

- 11.3 (a) A teacher shall be granted five (5) days for each incident without loss of pay and benefits to attend to the serious illness of a parent, step-parent, child, step-child, grandchild, spouse, same-sex partner or fiancée or person for whom you have been declared a guardian.
- (b) A teacher shall be granted five (5) days per year without loss of pay and benefits to attend to the serious illness of a grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, former guardian, sister-in-law, brother-in-law, aunt, uncle, nephew or niece.
- (c) The Board reserves the right to require proof of illness for paid leave pursuant to 11.3 (a) and (b).

Family Illness

- 11.4 (a) A teacher shall be granted five (5) days per year without loss of pay and benefits for care and comfort measures attending to the illness, including medical appointments not covered in 11.3 (a) of a parent, step-parent, child, step-child, grandchild, spouse, same-sex partner or fiancée, or person for whom you have been declared a guardian.

Special Leave

- 11.5 (a) A teacher shall be entitled to special leave, without loss of pay and benefits, for a maximum of five (5) days in a year for urgent and imperative personal business as follows:
- (i) victim of serious fire, flood or other natural disasters;
 - (ii) day of the marriage of the Teacher, parent, step-parent, child, step-child, grandchild, or person for whom you have been declared a guardian;
 - (iii) the death of a non-related person within the teacher's household to a maximum of two (2) days per death.
 - (iv) one (1) day to attend the high school graduation of their child, if the graduation takes place during a school day.
- (b) A teacher may be granted special leave, without loss of pay and benefits, for a maximum of three (3) days in a year for any imperative personal business that cannot be attended to by anyone else nor on a day other than a teaching day. Ordinarily, pre-approval is necessary for special leave requests for imperative personal business and shall be made in writing to the Director of Human Resources, or designate.
- 11.6 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Principal, be permitted to attend and the day shall be a claimable day.
- 11.7 A teacher shall be granted time, with prior approval of the Director of Human Resources, or designate, to attend the funeral of a friend.
- 11.8 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 of storm conditions and/or because a public carrier on which the teacher is due to travel changes its transportation schedule due to unforeseen circumstances shall not be penalized. In the case of the public carrier, it shall be incumbent upon the teacher to produce documentation to substantiate the claim. The decision of the Director of Human Resources, or designate, shall be grievable commencing with the second step of the Grievance Article in the Regional Agreement.
- 11.9 The Board may grant special leave without pay to a teacher when offering for election in a federal, provincial or municipal election subject to the following:
- (a) the granting of such leave shall be at the request of the teacher and shall not be unreasonably withheld;
 - (b) all days granted shall be full;

- (c) up to twenty (20) days for federal or provincial elections (of these days the first five (5) may be non-consecutive, the remainder shall be consecutive);
- (d) up to five (5) days for municipal elections (all of these days shall be consecutive).

11.10 For the purpose of this Article, “teachers” shall include substitute teachers who have been employed for more than twenty-one (21) consecutive days as of 01 August, 2009 for the same teacher and who have been classified as regular teachers pursuant to Article 32.02 of the Teachers’ Provincial Agreement.

11.11 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, counseling, consultation, extraction and recovery.

ARTICLE 12 – LEAVE OF ABSENCE

12.1 The Board shall grant a one (1) year leave of absence, without pay to a teacher who has a permanent contract, or is deemed to have a permanent contract, subject to the provisions of this Article.

12.2 Applications for leave of absence shall be submitted to the Director of Human Resources or designate on or before April 1st of the school year prior to the one in which leave is desired.

12.3 (a) While on a year’s leave of absence, a teacher may apply to the Director of Human Resources by March 1st, for a second, consecutive year’s leave of absence. The granting of this second, consecutive leave of absence shall depend upon the existence of special circumstances and shall be at the discretion of the Human Resources Committee of the Board.

(b) While on a second full year leave of absence, the Teacher shall notify the Board in writing by March 1st of their intention for the following school year.

12.4 A Member of Parliament or Member of the Legislative Assembly or elected member of a Municipal Council, shall annually request, and be granted, a Leave of Absence during the period of time so elected.

12.5 The Director of Human Resources shall notify each applicant on or before April 15th whether or not his/her application for leave of absence has been accepted.

- 12.6 The NSTU-AVRRC shall be informed of the names of all applications for leave of absence and of those whose applications are successful as included in the Minutes of the Human Resources Committee of the Board.
- 12.7 On return from leave, a teacher shall be assigned to the same position, supervisory position, or, if due to declining or changing enrolment patterns, said position no longer exists, the employee shall be governed by the appropriate terms of this agreement.
- 12.8 All benefits of a teacher shall be suspended while a teacher is on a leave of absence, except as set out in Article 16 - Seniority, but shall be reinstated when the teacher resumes teaching for the Board.
- 12.9 The Board may grant a leave of absence for a period of less than one (1) year.
- 12.10 Applications for leave of absence of less than one (1) year duration shall be delivered in writing to the Director of Human Resources not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances, the Board may grant leave with less than two (2) months notice.
- 12.11 For the purposes of Article 12.9, a leave of absence of less than one (1) year shall be defined as a block of consecutive full-time teaching days.
- 12.12 Provided the teacher qualifies for a service award pursuant to the terms of this Agreement, a teacher who dies while on a leave of absence shall be entitled to receive a service award for service accumulated to the date of the commencement of the leave of absence.

ARTICLE 13 – UNION RELEASE TIME

- 13.1 The Board shall provide a maximum of thirty (30) days per school year with pay for Union release time to allow teachers to carry out their duties of office. Said days are to be banked and used at the discretion of the NSTU-AVRRC, which Council shall advise the Director of Human Resources, or designate, in writing in advance when days are required to be used by a teacher. Tracking of such days will be the responsibility of the Human Resources Department and the Chair of the AVRRC will receive a statement of days accumulated and used at the end of each school year.
- 13.2 In addition to the days provided for in Article 13.1, the Board may grant permission to the NSTU-AVRRC to allocate additional days to teachers

to perform their duties of office provided that the Union pays to the Board the actual cost of the replacement teacher(s), said permission will not be unreasonably withheld. Advance notification of such days shall be provided in writing to the Director of Human Resources or designate. The Union will be billed for such days by the Human Resources Department.

- 13.3 Days as provided for in Articles 13.1 and 13.2 are days in addition to paid days claimed under Article 31.02 (iv) of the Teachers' Provincial Agreement or when the Board or an agent of the Board requests a meeting with teachers.
- 13.4 Up to twenty (20) days pursuant to Article 13.1 that are unused in one school year shall be carried forward to the next school year.
- 13.5 Management of the Board and the Union shall work cooperatively to ensure that days used by the Union pursuant to this Article are used in such a way as to minimize disruption to students provided that, without the permission of the Board, no teacher may use more thirty (30) days in any school year with the exception of the chairperson of the NSTU-AVRRRC who may use not more than forty (40) days in said school year.

ARTICLE 14 – UNION REPRESENTATION

- 14.1 Every teacher shall have the right to have a Union representative present at any meeting with supervisory or administrative personnel called for the explicit purpose of discussing disciplinary action. Where circumstances require the spontaneous imposition of discipline, the Union shall, at the teacher's request, be advised as soon thereafter as possible.
- 14.2 An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of a written warning, reprimand, a suspension or the dismissal of the teacher. Any interview, which does not intend any of the aforementioned procedures shall not be considered a meeting for disciplinary purposes.
- 14.3 The teacher shall be given verbal notification in advance of any meeting pursuant to Article 14.1 as to the purpose of the said meeting.
- 14.4 The exercise of this right by a teacher shall not result in a delay of said interview by more than forty-eight (48) hours.
- 14.5 Where a teacher elects not to have a Union Representative present at a meeting in accordance with Article 14.1 after being advised of that right,

no objection may later be taken to the failure to have a Union Representative present at that interview for disciplinary purposes.

ARTICLE 15 – SUMMER SCHOOL AND EVENING CLASSES

- 15.1 If the Board determines to provide summer school or evening classes for students, teachers will be first appointed from the teachers presently employed by the Board who express an interest in teaching such classes and who are deemed qualified and competent by the Board to do so.
- 15.2 When choosing teachers for summer school or evening classes, first consideration will be given to teachers who have successfully and satisfactorily taught the course in the immediately preceding summer school and/or school term.
- 15.3 Salary shall be at the rate determined by the Board.
- 15.4 There shall be no additional benefits for teachers of summer school or evening classes.

ARTICLE 16 – SENIORITY

- 16.1 (a) The Director of Human Resources shall develop and maintain an up-to-date written seniority list. The seniority list shall include the names of all permanent and probationary contract teachers consecutively employed by the Board, and shall designate the contract status of each teacher.
- (b) The said seniority list in Article 16.1(a) shall be posted in each school no later than January 31st of each year.
- (c) Before the seniority list is finalized and posted as provided for in Article 16.1(b), a tentative seniority list listing only all new permanent and probationary teachers not on the seniority list together with any teachers to be deleted in accordance with this Article shall be made available to the NSTU-AVRRC by November 15th. The Union shall consult with the teachers in order to allow for verification by the teachers of their positioning on the seniority list.
- (d) Where there is a conflict or disagreement in the positioning of the teacher on the tentative seniority list, such conflict or disagreement must be identified by the teacher or the Union no later than December 15th of each year and if no conflict or disagreement is raised by that date, then the changes shall be made to the seniority list and the list shall be deemed to be accurate.

- (e) Where there is a conflict or disagreement in the positioning of a teacher on the seniority list pursuant to Article 16.1(d), and where the conflict cannot be satisfactorily resolved between the parties to the Agreement, the matter may be resolved through the grievance procedure provided for in Article 7-Grievance/Arbitration.

16.2 Seniority shall mean the years of last consecutive service on a permanent or probationary contract with the Board. For greater certainty this shall mean date of hire with the employer on a permanent or probationary contract including deemed service under the Teachers' Provincial Agreement.

16.3 Seniority shall be computed in the following manner:

- (a) years of consecutive service with the Board including all deemed service in accordance with the Teachers' Provincial Agreement;
- (b) should the years pursuant to (a) be equal, then total years of service with the Board;
- (c) should the years pursuant to (b) be equal, then total years of service in the Province of Nova Scotia;
- (d) should the years pursuant to (c) be equal, then the total teaching service credited by the Nova Scotia Department of Education shall be used for the sole purpose of breaking a tie;
- (e) should the tie remain, then the Director of Human Resources will use the lowest digit(s) of each teacher's professional number proceeding from the tens place until the tie is broken.

16.4 Seniority shall continue to accumulate:

- (a) during a teacher's absence as described in the Regulations under the *Education Act* or Teachers' Provincial Agreement;
- (b) notwithstanding Article 12.8 during a leave of absence with or without pay;
- (c) during the holding of an administrative position with the Board;
- (d) during the period provided for a maternity leave;
- (e) during the period of time that a teacher is on the re-employment list pursuant to Article 22 of this Agreement;
- and,
- (f) in all other cases for which a professional agreement between the Union and the Board expressly provides.

16.5 Seniority shall be lost for any one of the following reasons:

- (a) resignation of the teacher;

- (b) dismissal which is uncontested or is confirmed by a Board of Appeal;
- (c) in the case of a probationary teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction; or
- (d) any teacher dismissed because of failure to accept a position.

ARTICLE 17 – TERM SERVICE LIST

- 17.1 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 Board as of February 28th, annually.
- 17.2 The tentative term service list of all teachers on a term contract, as of February 28th, will be submitted to the NSTU-AVRRRC by the Director of Human Resources or designate on or before April 1st annually.
- 17.3 The Director of Human Resources or designate shall consult with the NSTU-AVRRRC to establish a process for the verification of the positioning of respective teachers' names on the tentative term service list, including those teachers who received term contracts after February 28th.
- 17.4 Where there is a conflict or disagreement in the positioning of the teacher on the term service list, such conflict or disagreement must be identified by the teacher or the Union no later than April 15th of each year and if no conflict or disagreement is raised by that date, the term service list shall be deemed to be accurate.
- 17.5 The term service list, including any new or additional term contract service subsequent to February 28th and up to May 1st, shall be posted in each school no later than May 15th of each year.
- 17.6 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 Board and all days taught and claimed under term contract(s) with the Board consecutive with the current school year;
 - (b) should the service pursuant to (a) be equal, then total service since date of first hire with the Board;

- (c) should the tie still remain, then the total teaching service as credited by the Nova Scotia Department of Education 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.
- 17.7
- (a) Consecutive service for a term contract teacher shall be broken when the teacher is not employed under a term contract in any school year.
 - (b) A term contract teacher eligible for recall in accordance with Article 26.1 and 26.2 who was not rehired into a term, unfilled, or vacant position shall retain their recall rights for participation in the term recall process for the next school year provided they confirm this request in writing to the Coordinator of Employee and Labour Relations (Teaching Group) prior to April 30.
- 17.8 The term service list shall be used for purposes of term recall in accordance with Article 26 - Term Recall for only those teachers who have a minimum of one hundred and seventy-five (175) days of term service in each of the current school year and the immediately preceding school year or a cumulative total of at least three hundred and ninety (390) days in more than two (2) consecutive years. All other teachers positioned on the list are for tracking purposes only.

ARTICLE 18 – TEACHER EXCHANGE

- 18.1 Permanent contract teachers desiring one (1) year exchanges within the region may apply in writing to the Director of Human Resources prior to the last teaching day in February.
- 18.2 The Director of Human Resources shall undertake to publish a list by March 15th of teachers desiring in-region exchanges and invite applications from interested teachers by April 15th.
- 18.3 In order to encourage in-region teacher exchanges, the Director of Human Resources shall guarantee teachers entering into an exchange reinstatement to the position held prior to the exchange or, in the event said position is phased-out, a position mutually agreed upon.
- 18.4 All in-region teacher exchanges shall be subject to the approval of the Director of Human Resources and the applicants shall be notified as soon as possible after May 15th. The Director of Human Resources

shall not unreasonably withhold permission for teachers or supervisory personnel to participate in any lateral teacher exchange. The Director of Human Resources shall provide, in writing, the specific reason(s) for the refusal to teachers or supervisory personnel who are refused permission to undertake a teacher exchange.

- 18.5 For an exchange agreement to continue for a second year, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange may continue a second year.
- 18.6 For an exchange to become permanent, where an exchange has continued for two (2) consecutive years, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange shall become permanent.
- 18.7 If a permanent contract exchange partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Articles 22 or 25, then the in-region exchange arrangement shall be null and void.

ARTICLE 19 – JOB-SHARING

- 19.1 The Board recognizes that job-sharing arrangements represent a viable and effective staffing option.
- 19.2 Any teacher who has a permanent contract or is deemed to have a permanent contract may apply, subject to the conditions of this Article, to share a teaching position with another teacher. The application is subject to the approval of the management of the Board, and the mutual agreement of the teachers and the Principal(s) involved. If denied, the teacher can request the reasons for the denial with the opportunity to review the reasons with the Coordinator of Employee and Labour Relations (Teaching Group).
- 19.3 (a) The provisions of Article 25 – Re-employment, Placement and Transfer of Teachers, Article 27 - Vacancies and Appointments shall not apply to the applicant permanent contract teachers whose application for a job-shared position for the following year has been approved pursuant to this Article 19.7.
- (b) The provisions of Article 26 – Term Recall shall not apply to the applicant term contract teacher whose application for a job-shared position for the following year has been approved pursuant to this Article 19.7.

- (c) The term contract teacher in the job share arrangement may hold a second term position, in addition to the job share contract, providing it is operationally sound according to the Director of Human Resources or designate and the Principals of the school(s) involved and pursuant to Articles 19.9, 19.10 and 19.11. The term contract teacher in the job share arrangement shall not leave the job share to take another position. For further clarity, a teacher can apply to hold only one job-share contract.
- 19.4 The combined teaching days claimed by a job-sharing team for a job-shared position shall not exceed one hundred and ninety-five (195) excluding substitute service.
- 19.5 Job-sharing arrangements may include any combination acceptable to the management of the Board, the teachers and the Principal.
- 19.6 Applications shall be submitted no later than the Friday immediately preceding March break of the school year prior to the school year in which the job-sharing is to take place, on the forms specified by the Human Resources Department. Applications shall include the proposed teaching schedule and the recommendations of the school Principal and the Director of Human Resources. Applications must be signed by the applicants.
- 19.7 In the event that a teacher is surplus to the region prior to the date for application for job-sharing, then the teacher shall be able to apply within fifteen (15) business days of receiving a position for the following year.
- 19.8 (a) Notification of the decision of the Director of Human Resources, or designate, shall be given to the applicants by April 15th.
- (b) The decision of the Director of Human Resources, or designate, in approving or denying any application is non-grievable.
- 19.9 Both teachers shall be employed on a term contract pursuant to the Teachers' Provincial Agreement for a period of one (1) year. Both teachers shall sign a job-sharing contract. Each teacher shall receive the following benefits during employment under a job-sharing contract:
- (a) percentage of the applicable annual salary shall be equal to the percentage of the time worked, paid as provided in Article 66 of the current Teachers' Provincial Agreement;
- (b) position on the seniority list is maintained for the teacher who has a permanent contract or is deemed to have a permanent contract;

- (c) credit for pensionable service based on the number of days taught or claimed;
- (d) premiums/benefits for sick leave, service award and Long Term Disability Insurance shall be prorated;
- (e) special leave and leave of absence shall be full benefits and shall not be prorated; and,
- (f) all benefits of the Teachers' Provincial Agreement and this Agreement for a teacher on a term contract shall apply.

- 19.10 Teachers involved in a job-sharing contract shall be expected to maintain close communications with each other and carry out the necessary team planning that is required to achieve effective classroom instruction. The normal supervision duties of the position shall be shared equally between the teachers.
- 19.11 When staff-meetings, parent meetings, administrative days, meetings related to Programs and Student Services or in-service days are scheduled, the teacher who is regularly scheduled must attend. The other teacher is encouraged, but not required, to attend. Both parties shall be required to attend parent-teacher conferences, unless otherwise determined by the principal.
- 19.12 The administration shall ensure that true sharing takes place, i.e. an equitable distribution of workload and other responsibilities.
- 19.13 The job-sharing partner is the preferred substitute during an absence by the other job-sharing member.
- 19.14 Evaluation of the teachers involved in a job-share contract shall be in accordance with agreed upon evaluation criteria plus evaluation of how the teachers function as a team.
- 19.15 Each job-share contract shall be for a period of one (1) school year. Re-application to continue a job-share contract must be submitted by March 15th of the current year. Re-applications are subject to the same conditions as new applications.
- 19.16 Any permanent contract teacher who is unable to fulfill the obligations under the job-share contract, except by virtue of certified illness, disability, or death, may be granted an unpaid leave of absence for the balance of the term of the job-share contract at the discretion of the Board.
- 19.17 If one of the teachers leaves a job-sharing arrangement, the teacher who remains shall have the option of:

- (a) assuming the position full-time; or
- (b) continuing the job-sharing arrangement with a replacement who is acceptable to all parties; or
- (c) going on an unpaid leave of absence for the remainder of the school year, for the permanent contract member of the team only.

19.18 Upon expiry of the job-share contract, the permanent contract teacher(s) involved shall be subject to the provisions of this Agreement in respect to return to their previous positions.

19.19 If a permanent contract job-share partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Articles 22 and 25, then the job-share contract arrangement shall be null and void.

ARTICLE 20 – TEACHING STAFF ALLOCATION PLAN

20.1 By May 1st in each school year, the Board shall have a probable teaching staff allocation proposal formulated for the following year, said proposal to indicate the manner in which the Board intends to staff its schools and the allocation of supervisory personnel, specialists and teachers to the region and its schools.

20.2 At least two (2) weeks before May 1st in each school year the Director of Human Resources or designate and the NSTU-AVRRRC shall meet to review said probable teaching staff allocation proposal.

20.3 When formulating the probable teaching staff allocation proposal pursuant to Article 20.1, all teachers shall be considered regional employees and all decisions regarding retention, transfer, programs and other personnel matters shall be regional decisions.

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

20.5 The Board shall apply the teaching staff allocation proposal each year to declare and demonstrate that it has a surplus or deficit of teachers for the following school year. Part of said demonstration shall be that such surplus or deficit exists in specified programs.

20.6 The NSTU-AVRRRC shall have the opportunity, if they so desire, to meet with the Human Resources Committee of the Board to further review said proposal prior to its submission to the Board for approval as the teaching staff allocation plan.

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

ARTICLE 21 – TEACHER ASSIGNMENT

- 21.1 (a) Following consultation between the Principal and each teacher, each teacher shall be given written notification by May 1st by the Principal of the intended assignment, including intended major subject areas and intended grade level for the next school year.
- (b) The Board may change the teaching assignment of a teacher from subject to subject or grade to grade only to protect programs, provide new programs or by mutual agreement of the teacher and the Board.
- 21.2 If circumstances require a teacher assignment to be changed after May 1st, the teacher shall be notified as soon as reasonably possible and shall be given the circumstances which require the change to be made.
- 21.3 If after April 1st, it is necessary for a change in the assigned school or a major change in the subject area or grade level taught, the teacher so involved shall have the right to terminate his/her contract within forty-five (45) days of notification.

ARTICLE 22 – IN-REGION LAY-OFF, RETENTION AND RECALL

22.1 If the teaching staff allocation plan demonstrated that there was a surplus of teachers in the region, and it is necessary to invoke staff reduction in the region, it shall be accomplished, wherever possible, by natural attrition.

Retention

- 22.2 In the event that layoffs are necessary, teachers shall be retained by the Board as follows:
- (a) firstly, permanent contract teachers in accordance with seniority; and
- (b) secondly, probationary contract teachers in accordance with seniority.
- 22.3 Layoffs shall not be invoked to release teachers liable to dismissal for cause.

- 22.4 (a) If the Board is of the opinion that the teacher, who is to be laid off in accordance with the seniority provisions, is essential to maintain a full complement of teachers in a program, including administration, the next least senior teacher shall be laid off provided there is no permanent contract teacher employed by the Board who is prepared to undertake in the ensuing school year further training for said program designed to qualify the teacher to fill all the requirements of the designated program.
- (b) If a teacher undertakes further training, over one semester or the next full year, then the teacher who is deemed essential shall remain in the program until such time as the teacher who is undergoing further training returns to the region provided the teacher is immediately able to fill the requirements of the designated program.

Procedures

- 22.5 Teachers to be laid off shall be informed by the Director of Human Resources or designate as soon as a firm decision is made.
- 22.6 The Board shall maintain a re-employment list of laid-off teachers pursuant to Article 22.2. Teachers to be laid-off are placed on the re-employment list immediately following the termination notices pursuant to Section 34 of the *Education Act*.
- 22.7 Positioning of the teacher on the re-employment list pursuant to Article 22.6 shall be based on the seniority of the permanent or probationary contract teacher at the time of the layoff.
- 22.8 Teachers who are on the re-employment list shall be given the opportunity to be considered for positions in accordance with the procedures set out in Article 25 of this Agreement provided the teacher has the qualifications, abilities, and experience to perform the requirements of the position in the opinion of the management of the Board.
- 22.9 If a teacher from the re-employment list is not re-employed by July 31st of the second school year, then said teacher will be removed from the list of active employees.
- 22.10 It shall be the duty of the teacher to advise the Director of Human Resources in writing by January 31st of each school year of his/her continued availability and all changes in address and telephone listing. Failure to do so shall constitute a waiver on the part of the teacher to the right to be included in the re-employment list.

22.11 The management of the Board shall provide a suitable letter for any teacher leaving because of lay-off.

ARTICLE 23 – BOARD-INITIATED TRANSFER

23.1 Board-Initiated Transfer can occur throughout the school year.

23.2 Board-Initiated Transfer may be made:

- (a) for exceptional personnel issues related to staff, students or the community;
- (b) for operational reasons related to enrolment and programs; or
- (c) as a result of school realignment or construction.

23.3 In all cases of Board-Initiated Transfer there must first be discussion between the Director of Human Resources or designate and the teacher(s). If the teacher(s) requests, a representative of the Union may be present during the discussion. If requested by the teacher(s), the Director of Human Resources or designate shall give written reasons for the transfer to the teacher(s), with a copy to the Chair of the NSTU-AVRC.

23.4 In each and every case of a Board-Initiated Transfer (except for transfers pursuant to Article 24) in which the transfer involves the teacher having to journey a greater distance to his/her place of employment, the Director of Human Resources or designate shall make every reasonable effort to place the affected teacher in a position which is geographically situated as close as possible to the teacher's residence. The Board shall compensate said teacher for the extra travel involved at the Board rate for the duration of the transfer or a one (1) year period, whichever is lesser, effective from the date of the transfer.

23.5 If it is necessary to transfer teachers from school to school, due to shifting enrolment patterns in schools or programs, after the beginning of the school year, then the Director of Human Resources or designate shall make every reasonable effort to find teachers, within the affected schools, who will volunteer to transfer to available positions, provided they have the necessary qualifications, abilities and experience for the position(s) in the opinion of the Director of Human Resources or designate.

23.6 If, pursuant to Article 23.5, volunteers cannot be found in school(s) which must lose teacher(s), the Director of Human Resources or designate shall make every reasonable effort to transfer teacher(s), within the affected schools pursuant to program and administration protection, with the least seniority with the Board.

- 23.7 A teacher who has been forced to transfer from one school to another pursuant to Article 23.2(b) shall be considered to be in his/her original position before the forced transfer for purposes of placement at the end of the school year. Unless no other reasonable alternative exists, a teacher who has been force transferred in one school year cannot be force transferred for the next school year except by mutual agreement of the teacher and the Director of Human Resources or designate.
- 23.8 Should a teacher transfer pursuant to Article 23.2(a) or (b) or (c) within a school year, there shall be every reasonable effort made to provide up to two (2) weeks between the time a teacher is officially informed of the transfer by the Director of Human Resources or designate, and the time the transfer takes place. The teacher shall be provided with up to three (3) days free from teaching duties to prepare for the transfer.

ARTICLE 24 – SCHOOL CONSTRUCTION, REALIGNMENT OR CLOSURE

- 24.1 In the event that school construction or school realignment results in the closure of a school or part of a school the following shall apply:
- (a) When an entire school is to be closed and replaced by another school, teachers shall be transferred with their assignment to the new school.
 - (b) When an entire school is to be closed and replaced by two or more other schools, the teachers shall be transferred with their assignment to the other schools and the school to which an individual teacher is transferred shall be that school where, based on the current teaching assignment, the teacher has been spending the greatest percentage of the teacher’s time with the grades to be transferred from the current school.
 - (c) When only a partial school closure occurs, the teachers transferred shall be those teachers who, based on current assignments, have been spending the greater percentage of their time with the grades transferred.
 - (d) The teachers transferred in accordance with the provisions of this Article 24.1 shall be placed in a similar position in the new site(s) or if a similar position does not exist, a mutually agreed upon position at the new site.
 - (e) Teachers may be considered surplus at the new site(s) in accordance with Article 25. Individual designations made pursuant to this Article may be reviewed by the Management-Teacher Committee, which will make every reasonable effort to resolve all designations.

ARTICLE 25 – RE-EMPLOYMENT, PLACEMENT AND TRANSFER OF TEACHERS

- 25.1 Subject to Article 25.12, the process for the re-employment of teachers on the re-employment list, placement of identified surplus teachers who remain surplus at the school site(s) or Regional Office and for the transfer of permanent and assumed permanent contract teachers will be in accordance with the following steps:
- (a) Identification of teachers on the re-employment list;
 - (b) identification of surplus teachers at schools and Regional Office;
 - (c) placement of voluntary transfers;
 - (i) placement of surplus teachers who remain surplus following the voluntary transfers; and
 - (ii) placement of teachers on the re-employment list.
- 25.2 If the teaching staff allocation plan demonstrated that a surplus of teachers exists in a school or Regional Office, then the following procedure will be followed:
- (a) Teachers shall be identified as surplus to a school or Regional Office by least seniority, subject to program protection as provided for in Article 25.3.
 - (b) All surplus teachers will be guaranteed placement into a vacant or unfilled position, firstly to permanent contract teachers and secondly to probationary contract teachers.
- 25.3 In determining which teacher(s) is/are surplus within a school or Regional Office, the Director of Human Resources or designate, in consultation with the school Principal or Supervisor, may designate a teacher as being essential to a program, if necessary to retain a full complement of teachers in that program, including administration. When the Director of Human Resources or designate designates a teacher as being essential, it shall give in writing to the NSTU-AVRRRC by May 7th the reasons why the designation was essential.
- 25.4 As provided for by Article 20.7, by no later than May 7th, the Director of Human Resources or designate shall send to the NSTU-AVRRRC the number of surplus teachers in each school or Regional Office.
- 25.5 The Director of Human Resources or designate will post on the Board's website by May 7th and provide to the Chair of the NSTU-AVRRRC a list of all positions which remain vacant or unfilled and therefore are available for teachers on the re-employment list, for the transfer of permanent and assumed permanent contract teachers or for surplus permanent and probationary contract teachers. The Board shall post

these positions for a minimum of three business days before the commencement of the process in Article 25.6.

- 25.6 As provided for in the following clauses of this Article:
- (a) any teacher on the re-employment list;
 - (b) any permanent or probationary teachers who has been declared surplus from his or her school or Regional Office; and
 - (c) any other permanent and assumed permanent contract teachers may request a position/transfer from one school to another and shall be placed/transferred in each round of placement/transfer 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.
 - (d)
 - (i) Notwithstanding Article 25.6 (a), (b), and (c), effective August 1st, 2010, a teacher granted a probationary contract in the specialty area of French shall, during the first four (4) years after the teacher is hired, be restricted to transfer only within that specific specialty area, provided they are qualified. A teacher's four (4) year transfer restriction shall be calculated from the date a teacher's Probationary contract becomes effective.
 - (ii) Notwithstanding Article 25.6(d)(i) for compelling personal circumstances, a teacher may be relieved of the four (4) year transfer restriction if mutually agreeable to the teacher and the Board. The teacher shall have the right to meet with the Director of Human Resources or designate in order to present his/her request and to have the Chair of the NSTU-AVRRRC or designate present at the meeting.
- 25.7 A teacher who is successful attaining a placement/transfer to a different vacant or unfilled position is not eligible for further participation that year in the teacher placement/transfer process. Said teacher must agree to remain in the position to which he/she has been placed/transferred for a minimum period of the entire ensuing school year.
- 25.8 A teacher requesting a placement/transfer is only entitled to refuse offers of placements/transfers in the first round before being ineligible to participate any further in the teacher placement/transfer process.
- 25.9 There shall be no fewer than two (2) nor more than three (3) rounds of placement/transfer before June 15th in each school year.

- 25.10 The following provisions shall apply to any surplus teacher who is transferred pursuant to Article 25.6:
- (a) A surplus teacher transferred into an unfilled position shall be considered to be in his/her original school or Regional Office for purposes of placement at the end of the school year.
 - (b) All transfers to vacant full-time positions accomplished pursuant to Article 25.6 shall be permanent.
 - (c)
 - (i) Notwithstanding Article 25.10(b), the teacher or teachers so transferred shall be afforded the opportunity of first refusal of vacant positions and unfilled positions which might become open in the school or Regional Office from which the transfer was made, providing the teacher has the qualifications, abilities and experience for such position. Where two (2) or more teachers are equal in the opinion of the Director of Human Resources or designate, then the position will be awarded to the teacher with the greatest seniority.
 - (ii) The opportunity of first refusal to vacant and unfilled positions shall exist for two periods of time:
 - a. on or before the 20th teaching day of the immediate ensuing school year;
 - b. at the beginning of the staffing procedures for the following school year to the end of the rounds of placements/transfer pursuant to Article 25.9.
- 25.11 If there are still surplus teachers following the placement/transfer process, the placement of such surplus teachers shall be in accordance with the following:
- (a) The Director of Human Resources or designate shall meet with the NSTU-AVRRRC to discuss all remaining surplus teachers and to provide all necessary information to monitor the process.
 - (b) The Director of Human Resources or designate shall cause to be posted in each school or Regional Office a list of all vacant and unfilled positions that remain following the placement/transfer process.
 - (c) Surplus teachers shall be provided an opportunity to view the list of vacant and unfilled positions prior to selecting those positions for which they wish to be considered.
 - (d) Teachers designated as surplus shall be placed by the Director of Human Resources, or designate, in positions for which they have the necessary qualifications, abilities and experience to

fulfill the required functions of the position as determined by the Director of Human Resources or designate.

- (e) Notwithstanding any of the foregoing provisions of this Article 25 if, at the end of the placement/transfer process and the foregoing procedures of this Article 25.11 there remain any surplus teachers who have not been able to transfer or be placed into vacant or unfilled positions (other than a vacant or unfilled administrative position), the Director of Human Resources or designate may, following consultation with the Chair of the NSTU-AVRRRC, place the surplus teacher into any vacant or unfilled position which was available during any of the placement/transfer process and the permanent or assumed permanent contract teacher(s) displaced shall be placed back into his or her original position(s) or a position(s) mutually agreed upon by the teacher and the Director of Human Resources or designate, following consultation with the Chair of the NSTU-AVRRRC.

25.12 Notwithstanding any of the foregoing provisions of this Article, if, after the end of the foregoing procedures of this Article 25, there remain any teachers on the re-employment list, the Director of Human Resources or designate may, following consultation with the Chair of the NSTU-AVRRRC, place the teacher(s) on the re-employment list into any vacant or unfilled position which was available during any of the placement/transfer process and for which the teacher has the qualifications, abilities and experience and the permanent or assumed permanent contract teacher(s) displaced shall be placed back into his or her original position(s), or a position(s) mutually agreed upon by the teacher and the Director of Human Resources or designate, following consultation with the Chair of the NSTU-AVRRRC.

25.13 Permanent and assumed permanent contract teachers are eligible to apply for a placement/ transfer to any new positions which become available after the placement/transfer process until the 20th day of the school year.

25.14 A list of all Teachers and their positions in accordance with Article 25 shall be forwarded to the Chair of the NSTU AVRRRC upon request.

ARTICLE 26 – TERM RECALL

26.1 (a) Following the placement of teachers on the re-employment list, the transfer of permanent and probationary contract teachers and the placement of surplus teachers (Article 25), all remaining positions shall become available within the region

for the purpose of recalling term contract teachers who have a minimum of one hundred and seventy-five (175) days of term service in each of the current school year and the immediately preceding school year. Every reasonable effort will be made to begin this process no later than one (1) week following completion of the placement/transfer process pursuant to Article 25.

- (b) Term contract teachers who have a minimum of one hundred and seventy-five days of term service in each of the current school year and the immediately preceding school year will be considered for positions and placed according to position on the term service list provided said teachers have the qualifications, abilities and experience necessary for the positions, in the opinion of the Director of Human Resources or designate. Said positions shall be offered in the following order:
 - (i) vacant positions;
 - (ii) unfilled positions; and
 - (iii) other term positions.

26.2 Following the procedures outlined in Article 26.1(b), term contract teachers who have at least three hundred and ninety (390) days in more than two (2) consecutive years will be considered for the remaining positions then available provided said teachers have the qualifications, abilities and experience necessary for the positions in the opinion of the Director of Human Resources or designate.

26.3 (a) Following the procedures outlined in Article 26.2, a term contract teacher employed with two (2) or more immediately preceding consecutive years of service with the Board may, with the teacher's agreement, be placed in the same position held in the preceding school year, provided such position is available and provided said teacher has the qualifications, abilities and experience necessary to fill the requirements of the position, in the opinion of the Director of Human Resources or designate.

- (b) For the purpose of Article 26.3, the words (same position) mean:
 - (i) if the position for the ensuing school year is the same percentage or greater, (up to ten percent (10%) of an FTE);
 - (ii) if the position for the ensuing school year has been reduced, then the teacher may choose to decline and seek employment under Article 27.9.

- (c) The teaching assignments/course loads from the current year will be compared to the position available for the ensuing school year in order to determine if the position is the same, and it may change by not more than fifty percent (50%).
- (d) Teachers with more than one term contract may decline placement to all positions for the ensuing school year under Article 26.3(a) if one of the positions has been reduced.
- (e) Teachers in positions less than one hundred percent (100%) will not be eligible for placement if the position for the ensuing school year has been increased to one hundred percent (100%).

26.4 A list of all teachers and their positions in accordance with Article 26 shall be forwarded to the Chair of the NSTU-AVRRRC upon request.

ARTICLE 27 – VACANCIES AND APPOINTMENT

- 27.1
- (a) Permanent and assumed permanent contract teachers shall not be eligible to apply for any vacant or unfilled positions previously available during the placement/transfer process pursuant to Article 25.6 and 25.11 or any other position, except for new positions pursuant to Article 25.13.
 - (b) Probationary contract teachers are not eligible to apply for vacant or unfilled positions following the placement/transfer process pursuant to Article 25.
 - (c) Notwithstanding Article 27.1(a), administrative positions which become available may be filled at any time and all permanent, probationary, and term contract teachers may apply in accordance with Article 28.1.
- 27.2 A list of all teaching and supervisory positions that remain vacant or unfilled in the Region after the procedures in the Articles 22, 23, 25, and 26 have been followed together with all vacant or unfilled administrative positions shall be posted on the Board’s website at least one (1) week prior to the closing date for applications. Positions may be advertised concurrently along with posting. A copy of said list shall be forwarded to the Chair of the NSTU-AVRRRC.
- 27.3
- (a) During summer vacation, such positions will be posted on the Board’s website. A list of such positions shall be forwarded to the Chair of the NSTU-AVRRRC.
 - (b) New positions that become available up to and including the 20th day of the school year shall be filled in the following order:
 - (i) Firstly, to eligible permanent and assumed permanent contract teachers pursuant to Article 25.6;

- (ii) Secondly, to the remaining term contract teachers (who have not been placed in a 100% vacant position) pursuant to firstly, Article 26.1 (b) and secondly, Article 26.2.

- 27.4 (a) Notwithstanding Article 27.2, all vacant and unfilled positions available at the beginning of the first transfer round up to and including the 20th day of the school year shall be posted for teachers within a school. If realignment of staff occurs it shall be done with mutual consent of the teachers involved. The realignment of staff must take place before the position is declared for posting. If the realignment is a result of a new position, then the resulting position to be posted will be deemed to be a new position.
- (b) 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.

- 27.5 Prior to assigning positions pursuant to Article 27.4, the Principal shall inform all teachers assigned to his/her school of all available positions in the school and give these teachers an opportunity to be considered for a change in assignment. Teachers wishing to be considered for a change in his/her intended assignment for the ensuing school year will so advise the Principal prior to the last teaching day in June.

- 27.6 Where the posted qualifications for a position pursuant to Article 27.2 are altered, because the position requirements have changed, the position shall be reposted. The NSTU-AVRRC shall have the right to be informed in writing of the reasons for the change if requested.

- 27.7 Teachers referred by the Provincial Job Security Committee shall be placed prior to the advertisement of the remaining vacant and unfilled positions in accordance with Article 27.9.

- 27.8 Next, teachers hired in accordance with the early hire provisions of Article 21 – Job Security of the *Teachers' Provincial Agreement* shall be placed prior to the advertisement of the remaining vacant and unfilled positions in accordance with Article 27.9.

- 27.9 When considering applications for all remaining vacant or unfilled teaching positions, the Board agrees that all candidates shall compete on the basis of the following criteria: qualifications, abilities and

experience to perform the requirements of the position. Abilities and experience through an interview method will be accorded a weight from 40% to 55% with the difference in weight between these two criteria no greater than 5%; abilities and experience through a reference check will be accorded equal weight from 15% to 25%; and qualifications will be accorded a weight from 30% to 35%. Where two (2) or more candidates are equal, in the opinion of the Board, the position will be awarded to the candidate, if any, who had a term contract with the Board within the previous fifteen (15) months or a substitute teacher who was employed by the Board for one hundred and seventy-five (175) or more days in the preceding school year. Where the successful candidate is an external applicant, such a term or substitute teacher who is not the successful candidate may request, and the Board shall give, written reasons why such a teacher was not successful.

- 27.10 Vacant and unfilled teaching positions as described in Article 27.2 of the Agreement may be specifically designated as Affirmative Action/ Employment Equity positions for the purposes of hiring “identified peoples” (first nations peoples, peoples of African descent, racially visible peoples, women, persons with disabilities).
- 27.11 A list of all teachers and their positions in accordance with Article 27 shall be forwarded to the Chair of the NSTU-AVRRRC upon request.

ARTICLE 28 – ADMINISTRATIVE POSITIONS

- 28.1 In filling an administrative position:
- (a) there will be an internal competition first and a further internal competition prior to Article 28.1 (c) if necessary;
 - (b) the candidates in the internal competition shall have a permanent or assumed permanent contract and compete on the following criteria: qualifications, abilities, experience and length of service with the Board, and the Director of Human Resources or designate shall determine the weight to be given to each of the criteria provided that each of the criteria shall be accorded a weight of no less than fifteen percent (15%) and no more than thirty-five percent (35%); and
 - (c) for a position not filled through the internal competition(s), the Director of Human Resources or designate will conduct a second competition and all candidates will compete on the following criteria: qualifications, abilities and experience and the Director of Human Resources shall determine the weight to be given to each of the criteria. The competition is open to probationary and term contract teachers, substitute teachers,

and other external candidates. No permanent contract teachers in the Board can participate in the second competition.

- 28.2 An administrative position shall be defined as an appointment that would result in the teacher receiving an administrative allowance.
- 28.3 A selection process including interviews shall be followed by the Board's management for all administrative positions which become vacant or unfilled.
- 28.4 Notwithstanding Articles 28.1 and 28.3 where surplus administrators have been identified pursuant to Article 20 and Article 25, they shall be advised of any vacant or unfilled administrative positions and may be placed in another administrative position or may be placed in an available teaching position pursuant to the provisions of Article 25.
- 28.5 For this Article, length of service with the Board shall be the number of years on the seniority list identified under column two (2) titled "TYWB".
- 28.6 The Board shall provide to the Chair of the NSTU-AVRRRC at the beginning of the staffing season for the ensuing school year, the weight to be given for administrative positions prior to the postings of positions pursuant to Article 28.1 (b).
- 28.7 A list of successful candidates shall be forwarded to the Chair of the NSTU-AVRRRC upon request.

ARTICLE 29 – SCHOOL CLIMATE

- 29.1 The parties acknowledge that proper school climate is essential to educational achievement and a positive school climate. Further, that abusive acts by pupils against teachers will not be tolerated and that the Board will act in an expeditious, comprehensive and appropriate manner should such situations occur or when other breaches of discipline take place.
- 29.2 The parties recognize the responsibility of teachers and school administrators to keep order and good discipline in their schools.

ARTICLE 30 – LUNCH BREAK

- 30.1 Every teacher, scheduled to teach seventy-five percent (75%) or more of the instructional day, shall be entitled to at least a thirty (30) minute

lunch break scheduled during non-instructional time between the hours of 11:00 a.m. and 2:30 p.m., unless otherwise agreed to by the teacher.

- 30.2 An itinerant teacher is a person hired on a single contract who has assigned teaching duties that require travel to more than one (1) school in any one (1) school day.
- 30.3 Pursuant to 30.2, every itinerant teacher, scheduled to teach seventy-five percent (75%) or more of the instructional day, shall be entitled to at least a thirty (30) minute lunch break scheduled during non-instructional time between the hours of 11:00 a.m. and 2:30 p.m., separate and apart from the required travel time, classroom and transition time.

ARTICLE 31 – TEACHER IN CHARGE

- 31.1 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 31.2 In the event that all administrative personnel assigned to the school are absent from the school, there shall be a Teacher in Charge selected in accordance with Article 31.5 from the teachers on staff with a permanent contract. If only one (1) permanent contract teacher exists at the school, the teacher in charge may be selected from the school's probationary contract teachers. If no teacher on staff with a permanent contract exists in the school, then the teacher to be selected will be either a probationary or term contract teacher. If no probationary or term contract teacher is available, then the person to be selected will be a substitute.
- 31.3 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergency matters as they may arise, with required assistance from the Board regional office.
- 31.4 Where absences of administrative personnel continue for more than five (5) consecutive school days, the Teacher(s) in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
- 31.5 Whenever possible, the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.

- 31.6 Where the appointment of a Teacher in Charge is less than one half (1/2) day a substitute teacher may be provided, but where the appointment is for one half (1/2) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.

ARTICLE 32 – OCCUPATIONAL HEALTH & SAFETY

- 32.1 The parties to this Agreement agree to cooperate in the prevention of accidents and the promotion of safety and health. All parties agree to comply with all applicable provisions of the *Occupational Health and Safety Act* of Nova Scotia.
- 32.2 Where a teacher has a disability as defined in the *Human Rights Act* of Nova Scotia, the Board shall make reasonable accommodations providing there is supporting medical documentation from the teacher's medical practitioner to enable the teacher to perform the teacher's regular duties provided such accommodations are not covered under Article 26 - Leave for Injury on Duty in the Teachers' Provincial Agreement or under any other insurance policy to which the Board contributes part or all of the premium.
- 32.3 The Board shall provide substitute teachers where necessary, in accordance with Article 32 of the Teachers' Provincial Agreement, to replace Occupational Health and Safety Committee members, who are receiving Regional training programs, as approved by the Director of Human Resources, or designate, as part of their duties as members of the Occupational Health and Safety Committee.
- 32.4 If a teacher is selected for first aid training, including CPR, then the following conditions shall apply:
- (a) previously trained teachers shall have first right of refusal for such training if more teachers apply than can be accommodated in the training session;
 - (b) ordinarily, training will occur during the school day and teachers shall be given paid release time to attend the training;
 - (c) the Director of Human Resources or designate shall process claims for expenses for participating teachers:
 - (i) to pay metrage, at the Board rate, for an increased difference in distance to the training site from the teacher's home school and the teacher's residence, and;
 - (ii) the cost of any meal(s), at the Board rate, that would not be included in the teacher's normal day, and;
 - (iii) accommodations for the teacher, and;
 - (iv) course fees if any.

APPENDIX A

Medical Information

Director of Human resources
Annapolis Valley Regional School Board
PO Box 340, 121 Orchard Street
Berwick, NS B0P 1E0 Fax: 538-4635

The Annapolis Valley Regional School Board has developed a return to work policy 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): |

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 Board from my physician and will be made aware of any further requests for medical information from the Board.

| | |
|-----------------------|-------|
| Employee's Signature: | Date: |
|-----------------------|-------|

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

Does Employee have any impairment that currently prevents the employee from returning to unrestricted duties?

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

If the employee currently has a physical 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. PLEASE DO NOT INCLUDE A DIAGNOSIS.

| | |
|--|--------------|
| Is the physical or psychological impairment: <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent <input type="checkbox"/> Unknown at this time | |
| 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 | |
| Expected date of return to regular duties of work? | |
| When is employee scheduled for a reassessment?: | |
| (Optional) Are there workplace barriers or steps that the Employer could take to assist in recovery and rehabilitation? | |
| 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: | |

FOR EMPLOYEE ONLY: Any fee applicable to completing this form should be billed directly to the Annapolis Valley Regional School Board.

Physical Capability Assessment of presenting illness/injury

Director of Human resources

Annapolis Valley Regional School Board

PO box 340, 121 Orchard Street

Berwick, NS B0P 1E0 Phone: 538-4600 Fax: 538-4635

Employee Name: _____

| LIFTING | No Restriction | Occasional | Restricted | STANDING | No Restriction | Occasional | Restricted |
|---------|----------------|------------|------------|-------------|----------------|------------|------------|
| | Sedentary | | | | 1 hr - 2 hr | | |
| Light | | | | 2 hr - 4 hr | | | |
| Medium | | | | 4 hr - 6 hr | | | |
| Heavy | | | | 6 hr - 8 hr | | | |

| CARRYING | No Restriction | Occasional | Restricted | WALKING | No Restriction | Occasional | Restricted |
|----------|----------------|------------|------------|-------------|----------------|------------|------------|
| | Sedentary | | | | 1 hr - 2 hr | | |
| Light | | | | 2 hr - 4 hr | | | |
| Medium | | | | 4 hr - 6 hr | | | |
| Heavy | | | | 6 hr - 8 hr | | | |

| BENDING | No Restriction | Occasional | Restricted | L ARM USE | No Restriction | Occasional | Restricted |
|--------------|----------------|------------|------------|----------------|----------------|------------|------------|
| | To a desk | | | | Above Shoulder | | |
| To the floor | | | | Below Shoulder | | | |

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

| SITTING | No Restriction | Occasional | Restricted | L HAND USE | No Restriction | Occasional | Restricted |
|-------------|----------------|------------|------------|--------------|----------------|------------|------------|
| | 1 hr – 2 hr | | | | General Tasks | | |
| 2 hr – 4 hr | | | | Fine Control | | | |
| 6 hr – 8 hr | | | | Gripping | | | |

| SHOULDER MOVEMENT | No Restriction | Occasional | Restricted | R HAND USE | No Restriction | Occasional | Restricted |
|-------------------|----------------|------------|------------|--------------|----------------|------------|------------|
| | 1 hr – 2 hr | | | | General Tasks | | |
| 2 hr – 4 hr | | | | Fine Control | | | |
| 6 hr – 8 hr | | | | Gripping | | | |

| | | | | | | |
|----------------------|-----------------|--|-------------------------|--|-----------------------|--|
| VOICE HEARING | __No Difficulty | | __Occasional Difficulty | | __Constant Difficulty | |
| | __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: _____

Professional Designation: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

LETTER OF AGREEMENT #1

Transfer of Kingstec Teachers

The Addendum Agreement, dated May 8th, 1992 (attached) and Second Addendum Agreement, dated May 27th, 1993 (attached) shall form part of this Agreement with Appendix "A" amended by deleting Laura Draper.

ATTACHMENT TO LETTER OF AGREEMENT #1 TRANSFER OF KINGSTEC TEACHERS

ADDENDUM AGREEMENT

THIS AGREEMENT ADDENDUM made in triplicate this 8th day of May 1992, A.D.

BETWEEN:

THE KINGS COUNTY DISTRICT SCHOOL BOARD of the Province of Nova Scotia, hereinafter called the "BOARD"

PARTY OF THE FIRST PART

- and -

THE NOVA SCOTIA TEACHERS UNION, a body corporate, pursuant to Chapter 109 of the Statutes of Nova Scotia, 1968, the Teaching Profession Act, hereinafter referred to as the "UNION"

PARTY OF THE SECOND PART

WHEREAS on the 29th day of January, 1991, A.D., the parties hereto entered into an Agreement in writing containing certain terms and conditions of employment affecting teachers covered by the said Agreement, hereinafter referred to as the "Agreement";

AND WHEREAS by Order-in-Council, dated May 14th, 1991, the Minister of Advanced Education & Job Training on behalf of the Province of Nova Scotia acquired "the vocational school owned by the Kings County District School...its equipment and supplies";

AND WHEREAS effective April 1, 1992, A.D., most teachers teaching at the Vocational School formerly owned by the Kings County District School

Board and now known as Kingstec Campus-NSCC became employees of the Minister;

AND WHEREAS certain named teachers at the Kingstec Campus wish to continue their employment relationship with the Board;

AND WHEREAS both the Board and the Union are desirous of assisting the named teachers in their efforts to continue as employees of the Board;

NOW THEREFORE THIS AGREEMENT ADDENDUM WITNESSETH that it is agreed between the parties hereto as follows:

- 1.01 Teachers identified in Appendix "A" who applied for transfer within the Kings County District School Board on or before January 31, 1992, pursuant to the provisions of 19.05 of the Agreement shall be considered employees of the Board for purposes of clause .03 Article 25 of this Agreement.
- 1.02 The agreement of the parties to include the named teachers as employees of the Board for purposes of clause 25.03 is non-grievable.
- 1.03 The named teachers may apply for interview opportunities for positions declared vacant by the Board. For purposes of this Agreement Addendum such vacancies shall be declared only after all permanent and probationary teachers have been assured employment with the Board for the ensuing school years.
- 1.04 In filling vacancies the Board shall give preference to the teachers named in Appendix "A" provided a teacher(s) is/are qualified for the available position(s).
- 1.05 If any teacher named in Appendix "A" is hired by the Board, his/her service shall be considered continuous only for the purpose of:
 - i) TENURE (ARTICLE 20 - PROVINCIAL AGREEMENT)
 - ii) SICK LEAVE (ARTICLE 5 - LOCAL AGREEMENT)
 - iii) STAFF REDUCTION & SENIORITY (ARTICLE 17 - LOCAL AGREEMENT)
 - iv) SERVICE AWARD (ARTICLE 14 - LOCAL AGREEMENT)
- 1.06 This Agreement Addendum shall continue in full force and effect for the life of the Agreement, and shall be attached to this Agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement Addendum the day and year first above written.

This Letter of Agreement shall be attached to this Agreement and shall be deemed to be part of this Agreement.

DATED at October 6th, 1999, Nova Scotia.

SIGNED, SEALED AND DELIVERED
in the presence of

**ANNAPOLIS VALLEY REGIONAL
SCHOOL BOARD**

Per:

Witness

Per:

NOVA SCOTIA TEACHERS UNION

Per:

Witness

Per:

**ATTACHMENT TO LETTER OF AGREEMENT # 1
TRANSFER OF KINGSTEC TEACHERS**

ADDENDUM AGREEMENT

THIS AGREEMENT ADDENDUM made in triplicate this 8th day of May, 1992, A.D.

BETWEEN:

THE KINGS COUNTY DISTRICT SCHOOL BOARD of
the Province of Nova Scotia, hereinafter called the "BOARD"

PARTY OF THE FIRST PART

- and -

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

PARTY OF THE SECOND PART

WHEREAS on the 29th day of January, 1991, A.D., the parties hereto entered into an Agreement (the "Agreement") in writing containing certain terms and conditions of employment affecting teachers covered by the said Agreement;

AND WHEREAS by Order-in-council dated May 14, 1991, the Minister of advance Education & Job Training on behalf of the Province of Nova Scotia acquired the 'vocational school owned by the Kings Country District School Board...its equipment and supplies';

AND WHEREAS effective April 1, 1992, A.D., most teachers teaching at the Vocational School formerly owned by the Kings Country District School Board and now known as the Kingstec Campus - NSCC became employees of the Minister;

AND WHEREAS certain named teachers at the Kingstec Campus wish to continue employment with the Board;

AND WHEREAS both the Board and the Union are desirous of assisting the named teachers in their efforts to continue as employees of the Board;

AND WHEREAS to that end a first Agreement Addendum was entered into between the parties hereto on the 8th day of May 1992.

NOW THEREFORE this second Agreement witnesseth that it is agreed between the parties hereto as follows:

1.01 Notwithstanding Article 35.01 of the Agreement and during the life of the Agreement, teachers identified in Appendix A who applied for transfer within the Kings County District School Board on or before January 31, 1992, shall be eligible to teach summer school for the Board.

DATED at _____, Nova Scotia

SIGNED SEALED AND DELIVERED
in the presence of:

**KINGS COUNTY DISTRICT
SCHOOL BOARD**

Witness Chairperson

NOVA SCOTIA TEACHERS UNION

Witness President

**KINGS COUNTY DISTRICT LOCAL
OF THE NSTU**

Witness President

.

APPENDIX A

To Addendum Agreement date the 8th day of May, 1992

Kingstec Teachers Who Apply to Transfer on or before January 31, 1992.

(Amended the _____ day of _____, 1996).

Margaret VanBlarcon

Reg Rand

Victoria Dwyer

