



# COLLECTIVE AGREEMENT

between the

Chignecto-Central Regional School Board

and the

Nova Scotia Teachers Union

February 14, 2011 - March 7, 2014

**THIS AGREEMENT** made in duplicate this 14<sup>th</sup> day of February, 2011.  
**BETWEEN**

The **CHIGNECTO-CENTRAL 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:

Allison McGrath  
**WITNESS**

Trudy Thompson  
**CHAIRPERSON OF BOARD**

Gary G. Clarke  
**SUPERINTENDENT OF SCHOOLS**

The Nova Scotia Teachers Union

John Spurdakes  
**WITNESS**

Alexis Allen  
**PRESIDENT OF NSTU**

Colchester-East Hants, Cumberland and Pictou Locals of the Nova Scotia Teachers Union

K. Farrell  
**WITNESS**  
**Hants**

Robert George  
**PRESIDENT, Colchester-East**

J. Kerr  
**WITNESS**

Hope E. Lemoine  
**PRESIDENT, Cumberland**

Myla Borden  
**WITNESS**

Cynthia A. MacKinnon  
**PRESIDENT, Pictou**

## TABLE OF CONTENTS

Article	Title	Page
1	Term of Agreement .....	6
2	Definitions .....	6
3	Recognition .....	8
4	Good Faith Between the Parties .....	8
5	Grievance Procedure and Arbitration .....	9
6	Teacher-Board Committee .....	11
7	Implementation of Educational Change .....	11
8	Board Information .....	12
9	Method of Payment .....	13
10	Sick Leave .....	15
11	Personal/Special Leave .....	17
12	Leave of Absence .....	20
13	Retirement Seminar .....	21
14	Seniority and Term Service .....	21
15	Staff Reduction .....	24
16	Shared Teaching .....	25
17	Teacher Exchange .....	27
18	Teacher Assignment .....	28
19	Teacher Staffing Procedures .....	31
20	Teacher Selection .....	36
21	Administrative Staffing Procedures .....	37
22	Administrative Selections .....	38
23	Employment Equity .....	39
24	School Closures .....	40
25	Union Release Time .....	41
26	Right to Union Representation .....	41
27	Collection of Money .....	42
28	Teacher's Property – Loss or Damage .....	42
29	Legal Assistance and Protection .....	43
30	Teaching and Learning Conditions .....	43
31	Class Size .....	44
32	School Climate .....	44
33	Inclusion .....	44
34	Additional Instructional Services .....	45
35	Teacher In Charge .....	45
36	Occupational Health and Safety Committee .....	46
37	General .....	46

Appendix “A”	Request for Medical Information Form .....	47
Appendix “B”	Term Service Form .....	49
Appendix “C”	Job Sharing .....	51
Appendix “D”	Summary of Staffing Rounds – Article 19 .....	52
Appendix “E”	Summary of Teacher Selections – Article 20 ..	55
Appendix “F”	Summary of Administrative Selections – Article 22 ...	59

## TABLE OF CONTENTS - Alphabetical

Article	Title	Page
34	Additional Instructional Services .....	45
22	Administrative Selections .....	38
21	Administrative Staffing Procedures .....	37
8	Board Information .....	12
31	Class Size .....	44
27	Collection of Money .....	42
2	Definitions .....	6
23	Employment Equity .....	39
37	General .....	46
4	Good Faith Between the Parties .....	8
5	Grievance Procedure and Arbitration .....	9
7	Implementation of Educational Change .....	11
33	Inclusion .....	44
12	Leave of Absence .....	20
29	Legal Assistance and Protection .....	43
9	Method of Payment .....	13
36	Occupational Health and Safety Committee .....	46
11	Personal/Special Leave .....	17
3	Recognition .....	8
13	Retirement Seminar .....	21
26	Right to Union Representation .....	41
32	School Climate .....	44
24	School Closures .....	40
14	Seniority and Term Service .....	21
16	Shared Teaching .....	25
10	Sick Leave .....	15
15	Staff Reduction .....	24
18	Teacher Assignment .....	28
6	Teacher-Board Committee .....	11
17	Teacher Exchange .....	27
35	Teacher In Charge .....	45
20	Teacher Selection .....	36
19	Teacher Staffing Procedures .....	31
28	Teacher's Property – Loss or Damage .....	42
30	Teaching and Learning Conditions .....	43
1	Term of Agreement .....	6
25	Union Release Time .....	41

Appendix “A”	Request for Medical Information Form .....	47
Appendix “B”	Term Service Form .....	49
Appendix “C”	Job Sharing Form .....	51
Appendix “D”	Summary of Staffing Rounds – Article 19 .....	52
Appendix “E”	Summary of Teacher Selections – Article 20 .....	55
Appendix “F”	Summary of Administrative Selections – Article 22...59	

## **ARTICLE 1 - TERM OF AGREEMENT**

- 1.01 The provisions of this Agreement shall be effective as the signing date of the 14<sup>th</sup> day of February, 2011, and shall remain in full force and effective until the 7<sup>th</sup> day of March, 2014, 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.
- 1.02 Either party to this Agreement may request the other party to negotiate a new Agreement, or to agree to an amendment to this Agreement, by giving written notice to the other party within the period of two (2) months before the next termination date of this Agreement.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 "Abilities" means the demonstrated proficiency to effectively deal with teaching/administrative situations which are likely to arise.
- 2.02 An "acting administrative position" shall mean a position that results directly from the temporary absence from that position of the incumbent.
- 2.03 "Administrative Position" means a position for which a teacher receives an administrative allowance.
- 2.04 "Administrative Unit" means all such school building(s) as are assigned from time to time to a Principal for purposes of administration.
- 2.05 "Board" means the Chignecto-Central Regional School Board, whether represented through administrative staff or the elected School Board as determined from time to time by the Board.
- 2.06 "Board Initiated Transfer" means that in unusual circumstances, the Board may be required to transfer a teacher/administrator from one school / location to another school / location. A "Board Initiated Transfer" may be made (a) for exceptional personnel reasons related to staff, students or the community or (b) for operational reasons related to enrollment and programs. A Board Initiated Transfer shall not become effective until after the Director of Human Resources or designate has discussed the Board Initiated Transfer with the teacher/administrator. The teacher/administrator may request a representative of the Union to be present during the discussion. If requested by the teacher/administrator, written reasons for the Board Initiated Transfer shall be provided. To the extent reasonable in the circumstances, the Board shall take under consideration geographic and other preferences of the teacher/ administrator. The Board

shall compensate said teacher/ administrator for the extra travel (additional km) for the duration of the transfer or a one year period, whichever is less.

- 2.07 “Service” or “Board Service” means all years of employment or part years of employment pro-rated to full-time equivalency (but excluding substitute service) with the Board or such recognized service with an immediately preceding school board for which the Board has become the successor Board.
- 2.08 “Declaring Self Surplus” means where a surplus teacher is placed in a vacant position in the second round of staffing, he or she may choose to be declared surplus, effective at the end of the following school year, by providing notice in writing to the Director of Human Resources on or before December 15. Failure to notify the Board by December 15 nullifies this option.
- 2.09 “Director of Human Resources, or designate” means the Director of Human Resources for the Chignecto-Central Regional School Board.
- 2.10 “Experience” means work activities or other involvement relevant to the position being considered. Examples may include (depending on the relevance to the particular position) but are not limited to the following: with students at specific grade levels (clusters of grades); with students with specific diverse cultures; with specific diverse learners; providing leadership to other teachers including union activity; committee work at the school, board or provincial level; a non-academic professional development component including those sponsored by the union; education research; peer coaching; development of curriculum / instructional projects.
- 2.11 “NSTU-Chignecto Regional Representative Council” or “NSTU-CRRC” means an organizational structure of the NSTU which represents teachers within the geographical regions serviced by the Chignecto-Central Regional School Board.
- 2.12 “Part-time teacher” is a teacher employed by the Board to teach for a specific number of days, or parts of days, per week or month throughout the school year, but fewer than the number of full days prescribed as making up the school year.
- 2.13 “Qualifications” means the attainment of credentials and/or training which is relevant to the position being considered. Examples of “qualifications” include teaching certificate, degree(s), major and minor areas of study, completed course(s) of study, such things as conferences, workshops, in-services, institutes provided they are academic in nature. Consideration



of GPA shall be restricted to external applicants with no term service with the Board for short-listing purposes only.

- 2.14 “Redundant teacher” means a surplus teacher who has been laid off for other than just cause and whose name has been placed on a list of laid-off teachers pursuant to the Staff Reduction Article under this Agreement.
- 2.15 “School Year” starts on August 1st and ends on July 31<sup>st</sup> in accordance with the definition in the *Education Act*.
- 2.16 “Surplus” or “Surplus teacher” means a permanent or probationary contract teacher whose position has been deemed to be in excess of the number of positions required by the Board at her/his place of employment.
- 2.17 “Teacher Initiated Transfer” or “Voluntary Transfer” means a transfer of a teacher, including a surplus teacher, to a position in another school, where there is mutual agreement between the teacher and the Board to move to a vacant or unfilled position.
- 2.18 “Unfilled Position” means a position for which there is an incumbent teacher.
- 2.19 “Union” means the Nova Scotia Teachers Union.
- 2.20 “Vacant Position” means a position for which there is no incumbent teacher.
- 2.21 References herein to the *Education Act* and/or the *Teachers’ Collective Bargaining Act* and the Regulations made thereunder shall be deemed to include amendments from time to time to such *Acts* or the Regulations made thereunder.

### **ARTICLE 3 - RECOGNITION**

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

### **ARTICLE 4 - GOOD FAITH BETWEEN THE PARTIES**

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

## **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 5.01 a. No later than June 30<sup>th</sup> of each year the Chairperson of the NSTU-CRRC shall inform the Board in writing of the members and alternates of the Grievance Committee and of any change in the membership thereof.
- b. Notice to the Board's Director of Human Resources shall be deemed to be notice to the Board, unless otherwise stated herein.
- 5.02 A dispute regarding the application, interpretation, operation, or any alleged violation of this Agreement and Articles contained herein, shall constitute a grievance and shall be processed according to the procedures set forth in this Article.
- 5.03 Wherever practicable the person making the complaint should first attempt to resolve the matter informally through discussions with the other persons involved.
- 5.04 **STEP ONE.** If the informal discussions in Article 5.03 are not successful in resolving the complaint, then, with the approval of the Union Grievance Committee, the matter shall be considered a formal grievance and shall be forwarded to the Director of Human Resources, or designate, for a Step One review within twenty (20) calendar days from the date at which the facts giving rise to the grievance were known or ought reasonably to have been known. Such written grievance shall specify the circumstances giving rise to the grievance, the Article of the Agreement allegedly violated and the redress sought. The grievance shall be on a grievance form approved by the Union. The Director of Human Resources, or designate, shall render a decision in writing within twenty (20) calendar days, failing which the grievance shall be deemed denied.
- 5.05 **STEP TWO.** If the reply is not acceptable to the Grievor, the Union Grievance Committee and the Director of Human Resources shall meet within ten (10) calendar days, or as otherwise mutually agreed, and shall endeavor to settle the grievance. A reply shall be provided within five (5) calendar days of such meeting.
- 5.06 **STEP THREE.** Failing settlement at Step Two, the Union may, within ten (10) calendar days of receipt of the Step Two decision, give notice in writing to the Director of Human Resources, of its intention to refer the grievance to binding arbitration.
- 5.07 Either the Union Grievance Committee or the Board may request that either or both of Steps One and Two be held by meeting in person, if

the nature of the Grievance so warrants. Otherwise, the Grievance may be processed in writing.

- 5.08 Both parties agree that arbitration shall be by way of a single Arbitrator. Within ten (10) calendar days of notice of arbitration, the parties shall exchange names and communicate in an effort to agree upon a single Arbitrator. If the parties are unable to agree upon an Arbitrator within ten (10) calendar days of notice of arbitration, either party shall be at liberty to apply to the Minister of Labour who shall make an appointment of such Arbitrator.
- 5.09 The Arbitrator shall meet with both parties as soon as reasonably practical after her/his appointment, and in any event, not more than sixty (60) days following date of such appointment, unless both the Board and the Union otherwise agree. The decision of such Arbitrator shall be final and binding upon the Board, the Union and all members of the bargaining unit. The Arbitrator, once appointed shall hear the grievance and render a decision as expeditiously as possible, but in no event any later than one month from the date of the end of the arbitration hearing.
- 5.10 Notwithstanding any provisions of this Article, the Union shall have the right to originate a grievance on behalf of any teacher or group of teachers and the Board shall have the right to originate a written grievance by filing same with the Union, setting forth the particulars of the violation and the redress sought. The time limitations contained in this Article shall be mandatory and apply in like fashion to such Union or Board initiated grievances, which shall be deemed to commence at Step Two. A Union grievance shall be addressable to the Director of Human Resources, or designate, and a Board grievance shall be addressable to the Chairperson of NSTU-CRRC. The receiving party shall reply to the grievor party within ten (10) calendar days. If the decision of the receiving party is not acceptable to the grievor, then the latter may, within ten (10) calendar days of such answer, give notice, in writing, of its intention to refer the matter to arbitration as herein described.
- 5.11 Any Step of the grievance procedure may be omitted with the written consent of both parties.
- 5.12 The Arbitrator shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend nor modify any of the provisions thereof.
- 5.13 Each party shall share equally in the costs, expenses and fees of the Arbitrator.

- 5.14 The time limits contained in this Article are mandatory and no arbitrator shall have the power to amend such time limits, nor proceed with a grievance with respect to which there has been a breach of the time limits. Failure by the Union to proceed to the next stage of the grievance procedure within the time limits specified shall constitute abandonment of the grievance. Where the Board has failed to provide a reply within the time specified, such reply shall be deemed to be negative and have been made on the last day for such reply. Thereafter, the Union shall be required to proceed to the next Step within the stipulated time limit. The time limits contained in this Agreement may be extended by mutual agreement of the parties, but only if such extension and mutual agreement is forthwith confirmed in writing by the requesting party.

## **ARTICLE 6 - TEACHER-BOARD COMMITTEE**

- 6.01 The Board and the Union agree to establish a Teacher-Board Committee. The mandate of the Teacher-Board Committee is to consider matters of concern to either party and to foster good communication and effective working relationships provided that it does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.
- 6.02 The Committee shall be composed of the following members:
- a. Four (4) representatives of the Board, at least two (2) of whom shall be elected Board members;
  - b. Four (4) representatives of the Union.
- 6.03 The Committee shall meet at least three (3) times during each school year, and such additional times as shall be mutually agreed upon by the parties. The first meeting of the school year shall occur no later than October 31<sup>st</sup>. At the first meeting of the school year the balance of the year's meetings shall be scheduled.

## **ARTICLE 7 - IMPLEMENTATION OF EDUCATIONAL CHANGE**

- 7.01 For the purposes of this Agreement the term "Educational Change" shall refer to:
- a. significant curriculum changes;
  - b. significant new instructional strategies;
  - c. significant additional teaching responsibilities outside the teacher's usual area of responsibility.
- 7.02 The parties recognize the authority and responsibility of the Board to implement educational change and that such change is most effectively

implemented through a consultative process with stakeholders, including teachers.

- 7.03 When Educational Change is to be introduced by the Board, except in extraordinary circumstances, the Board shall notify the Union in writing at least sixty (60) calendar days before the proposed introduction of the Educational Change.
- 7.04 When an Educational Change is announced by either the Department of Education or the Board, such change shall be referred to the Teacher-Board Committee for consultation.
- 7.05 The Teacher-Board Committee may, either on its own or through a sub-committee, make timely recommendations to the Board to assist implementation of the Educational Change.
- 7.06 The Teacher-Board Committee may consider and make recommendations which may include but not be limited to:
- a. strategies of and rationale for the implementation;
  - b. time lines for implementation;
  - c. in-service support;
  - d. in-service strategies;
  - e. recommendations for study leaves;
  - f. the identification of and supply of resource materials such as articles, texts and other related educational books and readings;
  - g. an evaluation schedule;
  - h. a human resources listing;
  - i. a listing of recommended courses to assist teachers in implementation which should be made available for a recommended number of teachers;
  - j. the supply of instructional materials required;
  - k. the provision and supply of facilities and special equipment needs and a support budget;
  - l. financial planning for implementation.

## **ARTICLE 8 - BOARD INFORMATION**

- 8.01 The Board shall supply the NSTU-CRRC with a copy of minutes of Board meetings after such minutes are adopted by the Board.
- 8.02 The Board shall supply the NSTU-CRRC with a copy of its approved budget after it has received all necessary approvals.
- 8.03 The Secretary to the Board shall provide the NSTU-CRRC with a copy of the Policy Manual and the Administration Procedures Manual including any updates made to these manuals as they become available.

- 8.04 The parties agree that the Board at least thirty (30) days prior to Board consideration shall forward to the NSTU-CRRC a draft of proposed changes in Board Policy.
- 8.05 The Board shall provide the CRRC and REWC Chairs with a paper copy of the Board's web page listing all teachers granted voluntary transfer as per this Agreement after each round and before the next round until staffing is completed.

## **ARTICLE 9 - METHOD OF PAYMENT**

- 9.01 The Board shall pay every teacher in accordance with the salary provisions contained in the *Teachers' Provincial Agreement*. For purposes of salary scale, service shall be as recognized by the Department of Education.
- 9.02 a. The Board shall pay to each teacher, by means of direct bank deposit, an amount equal to 1/26 of the teacher's total annual salary, minus authorized or required deductions, commencing on the second Thursday of August of each school year and every alternate Thursday thereafter to and including July 31<sup>st</sup> of the following year. Deposit on time shall be to the Board's designated banking institution as determined by the Board from time to time. Whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the immediately preceding school year, then the first pay date in place of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August. In years in which there is a three (3) week span between the second Thursday in August and the last pay date in July, the teachers shall be notified of the first pay date for August in their first pay in June.
- b. Until such time as payroll self service is implemented, the payment stub shall be delivered directly by the Board to the teacher's place of employment on the date on which the direct deposit is made except when the schools are closed or in exceptional circumstances. In such events, the payment stubs shall be delivered no later than the first business day following the re-opening after the closure or exceptional circumstances. Upon payroll self service implementation, each teacher shall have electronic access through the payroll self service model to all details related to her /his individual pay and benefits. At such time, payment stubs shall be discontinued.

- c. Until such time as payroll self service is implemented, during the summer the payment stub shall be mailed to the address designated by the teacher. Upon payroll self service implementation, payment stubs shall be discontinued and, therefore, not mailed during the summer.
- 9.03 When the pay date specified in Article 9.02 falls on any non-banking day, then the pay for that date shall be issued on the last banking day prior to that date.
- 9.04 Notwithstanding Article 9.02, a teacher new to the system shall receive her/his pay deposit for August on the first teaching day of September.
- 9.05 The payment in July of any year shall be adjusted to ensure that the payment represents the difference between the applicable annual salary and the amount which had been paid commencing with the second Thursday in August of the preceding year, minus authorized deductions.
- 9.06
- a. Notwithstanding any provision herein, any overpayment made to a teacher who will not be returning to the employ of the Board for the next school year shall be deducted in full no later than the last pay day prior to July 31<sup>st</sup>. The schedule of repayment of any overpayment of a teacher who will be returning to the employ of the Board in the next school year shall be scheduled by the teacher with equal payments over a repayment term not exceeding twelve (12) months.
  - b. If the amount owing exceeds four thousand dollars (\$4,000.00), the Board agrees to extend the repayment schedule to twenty-four (24) months or such lesser period as the teacher may be under contract.
- 9.07 Substitutes in the employ of the Board shall receive their first cheques no later than the second pay day after they commence service with the Board and every two (2) weeks thereafter.
- 9.08 At the request of a teacher, the Board shall be authorized to deduct from the salary of each member of the bargaining unit the following items:
- a. NSTU group insurance premiums and Nova Scotia Teachers' Credit Union payments, which shall be forwarded no later than five (5) days after the second pay period of the month for which these deductions are withheld;
  - b. For permanent contract teachers, such sums for Canada Savings Bonds as shall be directed in writing on an annual basis by the teacher to the Board.

- c. Such other deductions as may from time to time be agreed upon by the Board and the Union.
- 9.09
- a. The Board shall deduct the annual Union dues and fees from each teacher in its employ, in such number of instalments as directed by the Union, commencing in August of each year.
  - b. The Union agrees to indemnify and save harmless the Board from any and all liability arising from the deductions in Article 9.08 and 9.09 herein.
- 9.10
- The salary for summer school teachers employed by the Board shall be one hundred per cent (100%) of the daily rate specified in the *Teachers' Provincial Agreement*, but shall be pro rated to the number of hours taught in proportion to the number of hours in a regular school day. The rate is based on the license and experience level of the teacher. Such rate shall be stated by the Board at the time of the posting of the summer school positions.

#### **ARTICLE 10 - SICK LEAVE**

- 10.01
- a. Every full-time teacher shall be entitled to twenty (20) days Sick Leave for each school year effective August 1 of each school year, which days shall be referred to as current Sick Leave during the year they were granted.
  - b. A part-time teacher shall be entitled to sick leave, calculated according to the percentage that the number of actual teaching and claimable days of the part-time teacher is to the maximum number of teaching and claimable days in the school year. The amount so determined shall be rounded-off to the nearest whole number.
- 10.02
- a. In addition to current Sick Leave every teacher shall accumulate one hundred percent (100%) of her/his unused Sick Leave to a total of one hundred and ninety-five (195) days.
  - b. Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave, pursuant to 10.01 has been expended.
- 10.03
- a. A teacher who has been terminated from the Board, for other than dismissal for just cause, shall be entitled to retain accumulated sick leave credits for three (3) years from date of termination, in the event such teacher returns to the employ of the Board within such time frame.
  - b. A teacher hired from another Regional School Board in the Province of Nova Scotia shall be entitled, upon receiving a



permanent contract with the Board, to carry forward accrued sick leave entitlement from such Regional School Board, to a maximum of one hundred and ninety-five (195) days, provided such Regional School Board, in its Collective Agreement, has a reciprocal provision entitling a teacher from Chignecto-Central Regional School Board to carry forward accrued sick leave.

- c. It is the responsibility of the teacher to provide documentation from the preceding school board verifying the teacher's accrued sick leave.

10.04 Sick leave may be claimed by the teacher for purposes of obtaining medical, optical and/or dental treatment. Whenever possible, all such appointments shall be made outside of school hours.

10.05 The Board shall inform each teacher in its employ, in writing by either hard copy or electronic paystub at the Board's discretion, of the number of sick days as credited to such teacher.

10.06 a. Teachers who are on sick leave and anticipate being absent for more than ten (10) working days shall endeavor to notify the Board of the expected duration of the illness as early as possible and shall endeavor to give the Board reasonable notice of the anticipated date of return to work.

- b. The Board shall be entitled to require proof of illness, injury or disability, including production of a medical certificate, signed by a licensed medical practitioner, which certificate shall describe the general nature of the illness, injury or disability, its relationship to the teacher's inability to work, the anticipated date of return to work. Such medical certificate shall only be produced by the teacher upon the specific request of the Board. Any request by a teacher for special accommodation as a consequence of medical illness, injury or disability, shall be supported by such medical information as the Board shall reasonably require.

- c. Except where the Board has reasonable grounds to suspect there may be a mis-use of sick leave credits and has provided the employee with advance notice of the requirement to provide a certificate, the Board shall not require production of a medical certificate unless the teacher has been absent or is expected to be absent for more than five (5) consecutive days.

- d. Where the Board is not satisfied with the medical certificate produced by the teacher, the Board shall be entitled to require the teacher to be examined by a mutually agreed independent

medical practitioner. In the event the Board and the teacher are unable to agree upon such practitioner, the Registrar of the College of Physicians & Surgeons, or delegate, shall be empowered to make such selection. The cost of obtaining such independent medical opinion shall be at the Board's time and expense.

- e. Attached as Appendix "A" is the pre-approved short term sick leave medical certificate form for use by teachers pursuant to Article 10.06(b). With reasonable cause, the Board may require a teacher to meet the complete requirements as set out in 10.06(b) in an amended medical form as provided by the Board.
- f. The Board shall share fifty per cent (50%) of the costs of any requested medical certificate provided by the teacher's own physician. Upon receiving a copy of the receipt for the medical certificate, the Board shall reimburse the employee their share of the cost.

## **ARTICLE 11 - PERSONAL/SPECIAL LEAVE**

- 11.01
- a. A teacher shall be entitled to a temporary leave, with pay, for a maximum of five (5) days per school year for each death in a teacher's immediate family or the immediate family of her/his spouse. For purposes of this Article, spouse means the teacher's legally married spouse, or common law spouse as defined by the Nova Scotia *Matrimonial Property Act*, or same sex partner where such partner has permanently cohabited with the teacher in the teacher's household, in a non-traditional spouse relationship, for not less than twelve (12) consecutive months.
  - b. A teacher may apply to the Director of Human Resources, or designate, for additional unpaid bereavement leave.
  - c. Bereavement leave shall be taken immediately following the death.
  - d. Where the memorial service or interment for the immediate family pursuant to Article 11.01 is not held immediately following the death, one (1) day of the leave may be taken on the date of the memorial service or interment. Where said memorial service or interment occurs more than 350km from the teacher's residence, the teacher may apply for and shall be granted reasonable travel time of up to two (2) additional days (depending on the circumstances) without loss of pay or benefits.
  - e. A teacher shall be granted one (1) day without loss of pay or benefits for the death of an aunt, uncle, niece or nephew to be used, at the discretion of the teacher:
    - (i) the day immediately following the death;
    - (ii) the day of the funeral to attend the funeral; or

- (iii) the day of the interment or memorial to attend the interment or memorial.

Where either (ii) or (iii) is elected by the teacher and the event is located in excess of 350km from the teacher's residence, the teacher may apply for and shall be granted reasonable travel time of up to two (2) additional days (depending on the circumstances) without loss of pay or benefits.

- 11.02
  - a. A teacher shall be entitled to serious illness leave for a maximum of ten (10) days per school year, for a serious illness in the teacher's immediate family, or the immediate family of her/his spouse. The teacher must be attending to the needs of the seriously ill person.
  - b. The Board reserves the right to require proof of illness.
  - c. A teacher may apply to the Director of Human Resources or designate, for additional unpaid serious illness leave.
- 11.03
  - a. Immediate family is defined as spouse, fiancé(e), child, parent, step-parent, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, guardian, any legal dependents who permanently reside in the teacher's household or such other dependents as are approved by the Director of Human Resources or designate.
  - b. For purposes of bereavement leave only, immediate family shall include brother-in-law and sister-in-law.
- 11.04 Up to five (5) days in total per year per teacher of special leave, without loss of pay and benefits:
  - (a) Shall be available for:
    - (i) Acting as an executor of an estate for the specific day(s) required to fulfill such duties;
    - (ii) Recovery from a fire, flood or other natural disaster;
    - (iii) One (1) day per convocation of the teacher, the teacher's spouse or legal dependant (in addition to the day provided for under the Teachers' Provincial Agreement) where the teacher must travel during regular school hours in order to reasonably attend such convocation;
    - (iv) Emergency situations for which the teacher's presence has been requested by the Emergency Measures Organization;
    - (v) That portion of a single work day required to attend a funeral service as pallbearer; and
    - (vi) Other urgent and imperative personal business that could not be attended to by someone else or on a day

other than a teaching day provided the Director of Human Resources or designate has approved such leave in advance as meeting these requirements.

- (b) May be available for such other unique or special circumstances that are brought to the attention of the Director of Human Resources or designate and are considered at the discretion of the Director of Human Resources or designate and approved on a case by case basis.

- 11.05 Teachers may request of the Principal special leave without pay for up to two (2) days, for specified personal reasons, upon giving at least twenty-four (24) hours notice to the Principal. If the Principal determines that such leave is for good reason and can be granted without creating operational disruption, such leave shall be authorized by the Principal on the Request to be Absent Form as approved by the Board and forwarded to the Director of Human Resources.
- 11.06 Where a current staff member has died and the funeral service is scheduled to be held on a school day, provided the Principal can arrange to keep the school open and operational, staff designated by the Principal shall be permitted time off from work with pay, for actual attendance at the funeral.
- 11.07 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).
- 11.08 The Board shall, upon application, grant two (2) days leave with salary, or other accommodation for practicing adherents of established Religious Faiths to participate in major holy days of their religion.
- 11.09 For the purpose of Article 11.01 (Bereavement), 11.04 (Special Circumstances Leave), 11.05 (Special Leave Without Pay), “teachers” shall include substitute teachers who are employed at the highest rate of pay pursuant to Article 32.02 A (iii) and Article 32.02 B (iii) in the Teachers’ Provincial Agreement.

## **ARTICLE 12 - LEAVE OF ABSENCE**

- 12.01 The Board shall grant a one (1) year leave of absence without pay to a permanent contract teacher who applies for such leave.
- 12.02 a. Upon completion of the authorized Leave of Absence pursuant to Article 12.01, a teacher may apply for additional, annual leave(s), to be granted at the sole discretion of the Director of Human Resources, or designate. Notwithstanding 12.07 the Director of Human Resources or designate may include as a condition prior to approving a discretionary leave that the teacher relinquish rights to her/his original position and be treated as surplus upon return.
- b. A teacher granted a leave of absence pursuant to Article 12.01 or 12.02 (a) shall return to work for at least three (3) consecutive years before being entitled to qualify again pursuant to Article 12.01.
- 12.03 Applications in writing shall be submitted to the Director of Human Resources, or designate, on or before April 1<sup>st</sup> of the school year prior to the one in which the leave of absence is requested.
- 12.04 Seniority shall be as provided in Article 14. All benefits of a teacher on leave of absence shall be suspended during the leave of absence, but shall be reinstated when the teacher resumes teaching with the Board.
- 12.05 A teacher on leave of absence shall confirm in writing to the Director of Human Resources, or designate, on or before April 1<sup>st</sup> of her/his intention to return to active teaching for the ensuing school year.
- 12.06 a. The Board may grant a leave of absence for less than one (1) year, provided such leave has the approval of the Director of Human Resources, or designate.
- b. Any such application shall be submitted at least forty-five (45) days prior to the date on which the Applicant wishes the leave to commence. Applications may be considered on shorter notice if extenuating circumstances exist.
- 12.07 Upon completion of authorized leave of absence, unless mutually agreed otherwise, the teacher shall return to her/his original position. The position of a teacher who fills the vacancy created by such leave of absence shall have her/his position likewise protected. In the event that the original position(s) no longer exists, the incumbent shall return to an assignment that the teacher would have received but for the Leave of Absence.

- 12.08 A teacher who becomes President of the NSTU shall be entitled to receive an unpaid Leave of Absence for the duration of her/his term as President.
- 12.09 Any teacher elected as a Member of Parliament or Member of the Legislative Assembly or elected as a Municipal Representative shall, upon request, be granted a Leave of Absence for the period of time so elected. Except where mutually agreed at an earlier date, for any absence greater than three (3) full school years the Director of Human Resources or designate may require that the teacher relinquish rights to her/his original position and be treated as surplus upon return.

### **ARTICLE 13 - RETIREMENT SEMINAR**

- 13.01 Teachers within five (5) years of retirement shall, upon request, be given two (2) days leave of absence, without loss of salary or benefits, for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired to replace such teachers except where not operationally required as per Article 32 of the *Teachers' Provincial Agreement*.
- 13.02 Teachers shall be permitted to attend one such seminar. Preference in attendance shall be given first to those teachers closest to retirement.

### **ARTICLE 14 - SENIORITY AND TERM SERVICE**

- 14.01 A Seniority list and a Term Service list shall be established as follows:
- a. A seniority list showing the names and seniority status of all permanent and probationary contract teachers employed by the Board shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the seniority list as finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Corporate Services, or designate, and such list shall be conclusive evidence of the seniority of permanent and probationary contract teachers employed by the Board. The said list shall be revised on or before October 31<sup>st</sup> of each year. If the parties fail to reach agreement on the list, the matter shall be referred to arbitration. The revised list shall be posted in each school and a copy sent to the Chairperson of the NSTU-CRRC. On or before December 15<sup>th</sup> of each year, any teacher may challenge her/his position on the seniority list, as far back as the previously approved seniority list, by filing written notice of objection with the Board and the Union. The parties to the agreement shall meet to resolve the matter. In the event the Board and the Union are unable to reach agreement, the matter

shall be referred to arbitration, or the Board shall have the option to refer the matter to the Union for unilateral determination by the Union. After all such challenges have been settled, copies of the revised seniority list shall be deemed to be approved by both parties, until such time as a new seniority list is revised and approved.

- b. A Category One Term Service list showing the names and service of all teachers employed under a Term Contract issued pursuant to Article 33.01(i) of the *Teachers' Provincial Agreement*, shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the Category One Term Service list as finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Human Services, or designate, and such list shall be conclusive evidence of the term service of said Term Contract teachers employed by the Board. The said Category One Term Service list shall be revised and signed every year on or before March 31.
- c. A Category Two Term Service list showing the names and service of all teachers employed under a Term Contract issued pursuant to Article 33 of the *Teachers' Provincial Agreement*, exclusive of those designated in 14.01 (b) above and those identified in Article 33.04 of the *Teachers' Provincial Agreement*, shall be prepared by the Board and after consultation with and approval by the NSTU-CRRC, a copy of the Category Two Term Service list as finally approved shall be initialed by the Chairperson of the NSTU-CRRC or her/his designate and the Director of Human Resources, or designate, and such list shall be conclusive evidence of the term service of said Term Contract teachers employed by the Board. The said Category Two Term Service list shall be revised and signed every year on or before May 31<sup>st</sup>
- d. Teachers shall be placed on the seniority list in accordance with date of hire, subject to Board minutes and in accordance with the provisions of 14.02. In the event of a tie, the determining factors shall be, in order of priority:
  - i. first, length of total teaching service with the Board and/or service recognized by the immediately preceding employing Board replaced by the Chignecto-Central Board;
  - ii. second, length of total teaching service in the Province of Nova Scotia;
  - iii. third, length of total teaching service;
  - iv. fourth, in accordance with her/his teaching certificate number, with the lower teacher certificate number being placed ahead of the other teacher having the same date of hire.

- 14.02
- a. Seniority shall denote the last consecutive period during which a teacher has in fact been employed on a permanent or probationary contract by the Board.
  - b. Term service, for purposes of calculating entitlement to seniority under 14.02 (a) for teachers on Term Contract shall mean consecutive service on a Term Contract, pro-rated to full-time equivalency. Consecutive service for the purpose of placement on the Term Service lists shall mean service where a teacher is employed by way of a Term Contract at any time during the current school year and where that teacher was employed at any time under a Term Contract in the preceding school year.
  - c. Any change in legal structures of a school board shall have no effect on the seniority or Term Service of a teacher who was in the employ of a school board at the time of such change. The seniority or Term Service of any teacher so affected shall be the same as it would have been had such modification not taken place.
  - d. Seniority shall continue to accumulate:
    - i. during a teacher's absence as described in Regulations under the *Education Act* or *Teachers' Provincial Agreement*;
    - ii. notwithstanding Article 12 - Leave of Absence, during a leave of absence with or without pay;
    - iii. in all other cases for which a professional agreement between the NSTU and the school board expressly provides.
  - e. Seniority is lost and the teacher's name is removed from the list for any one of the following reasons:
    - i. resignation of the teacher, provided such action is not revoked by the teacher within forty-eight (48) hours;
    - ii. discharge of the teacher for cause, when such discharge remains uncontested or is confirmed by the Board of Appeal;
    - iii. where a probationary contract teacher is terminated for unsatisfactory job performance or discharged for disciplinary reasons, either or both being unrelated to reasons of staff reduction;
    - iv. layoff of a teacher, without recall to a permanent or probationary contract position, for a period in excess of thirty (30) consecutive months.
  - f. Term Service is lost and the teacher's name is removed from the term service list when the teacher is not employed under a term contract within a school year.



## ARTICLE 15 - STAFF REDUCTION

15.01 Both parties recognize that job security should increase in proportion to length of service. Teachers shall be laid-off in reverse order of seniority in accordance with the following priority:

- a. Firstly, term contract teachers;
- b. Secondly, probationary contract teachers, in reverse order of seniority;
- c. Permanent contract teachers, in reverse order of seniority;

Provided the retained more senior teacher has, in the judgement of the Board, the appropriate qualifications and experience for the work to be assigned.

15.02 When it is necessary to invoke staff reduction, the Board shall first give priority, to the extent it considers practical, to natural attrition, including encouragement of full year unpaid leaves of absence.

- a. Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- b. Teachers directly affected by staff reduction policy shall be informed by the Board as soon as a final decision is made.
- c. The Board shall provide an appropriate letter of reference for any laid-off teacher whose contract is not renewed because of staff reduction.
- d. The Board shall maintain a Re-employment List of all laid-off teachers formerly employed in the system who remain unemployed because of staff reduction. It shall be the duty of the teacher to advise the Board of all changes in address. Failure to do so shall constitute a waiver on the part of the teacher for the opportunity to be recalled, during the time the address is inaccurate.
- e. A teacher on the Re-employment List shall notify the Board on or before February 1<sup>st</sup> that she/he wishes to remain on said List. Upon failure to do so, the name of such teacher shall be automatically removed from the List.
- f. Upon the Board being satisfied that a teacher on the Re-employment List is employed as a teacher on a full year contract with another school board in a vacant position, the name of such teacher shall be automatically removed from the List.
- g. Positioning of a teacher on the Re-employment List shall be based on the seniority of the teacher at the time of staff reduction.
- h. Provided they are qualified in the opinion of the Board to fill the position, teachers on the Re-employment List, according to their position on the List, shall be given first opportunity to fill

positions that subsequently become vacant or unfilled within the system under the jurisdiction of the Board.

- i. Where there is agreement with the laid-off teacher, such teacher may have her/his name placed on the substitute list and the Board shall endeavor to give such teacher priority opportunities for substitute work, provided such teacher is, in the judgement of the Board, qualified to fill such substitute position. For purposes of such work, the laid-off teacher shall be deemed to be a substitute only.
- j. A teacher's name shall be removed from the Re-employment List when the teacher loses seniority as per Article 14.02 (e).

- 15.03 a. Where a staff reduction must occur within the Region, the teacher to be laid-off and declared redundant shall be the least senior.
- b. If a teacher is deemed necessary to maintain a program or an administrative position, the next teacher, in accordance with the seniority list, shall be laid-off and deemed redundant.
- c. If a laid-off teacher has been replaced by a teacher deemed necessary to maintain a program or administrative position, and such laid-off teacher undertakes additional training and has, in the judgement of the Board, become qualified for such position, then the laid-off teacher shall be entitled to replace the teacher deemed necessary.

## **ARTICLE 16 - SHARED TEACHING**

- 16.01 A shared-teaching position is one which requires the services of a full-time teacher but which is shared between two (2) persons who share the performance and the discharge of the responsibilities of that position on a part-time basis. To be eligible to participate in a shared-teaching position at least one teacher must hold a permanent contract.
- 16.02 Application to the Board shall be submitted before April 1<sup>st</sup> on a form as is jointly approved by the Board and the Union from time to time (enclosed as Appendix D) and shall include:
  - a. the proposed teaching schedule;
  - b. the approval of the school Principal;
  - c. the approval of the Family of Schools Supervisor.
- 16.03 Approval for entry into a shared teaching arrangement is at the discretion of the Board. To continue a shared-teaching arrangement beyond a one (1) year period, re-application is required.

- 16.04 The job sharing agreement is temporary in nature. The teachers participating in the job share arrangement retain their existing contractual status both during the job share and upon its termination.
- 16.05 Sharing teachers shall receive pro rated salary for days taught or claimed in accordance with the approved provincial salary scale. Salary payments shall be made on a regular basis for the entire school year on the same schedule as for full-time teachers.
- 16.06 Permanent contract teachers who are in shared teaching positions shall be provided the opportunity to return to their originating school/ administrative unit in accordance with the rights and procedures described in Article 12.07, which shall apply in similar manner.
- 16.07
- a. When in-service or parent visitation sessions are held, only the teacher who is regularly scheduled for duty must attend and only that teacher shall be paid. The other teacher is strongly encouraged by both the Board and the Union to attend.
  - b. Notwithstanding 16.07 (a), when specifically required by the Principal, both sharing teachers shall attend specific staff meetings and other school scheduled activities, including in-service or parent visitation sessions, at no extra cost to the Board. The Principal shall exercise this right reasonably and fairly.
- 16.08 Teachers involved in a shared-teaching arrangement are required to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.
- 16.09 In the event that one team member is not available to teach her/his students, the other team member is the preferred substitute. Such substitute shall receive substitute pay in addition to her/his annual rate of salary as described in this Article, unless the sharing teachers mutually agree to exchange day(s).
- 16.10 Notwithstanding Article 16.09, in the event that one of the sharing partners is not a permanent contract teacher, that non-permanent contract teacher may apply for additional teaching position(s) and shall be considered for such additional teaching position(s) provided there is no conflict with the job share assignment. Unavailability for substitute work for the permanent contract teacher in the job share resulting from the acceptance by the non-permanent contract teacher of additional teaching position(s) shall not be considered a conflict.

## ARTICLE 17 - TEACHER EXCHANGE

- 17.01 Exchange of teachers amongst schools will be encouraged by the Board. Any teacher desiring an exchange to another school shall notify her/his Principal and make application to the Director of Human Resources, or designate, on or before March 1<sup>st</sup> of the school year prior to the exchange. The Director of Human Resources, or designate, following consultation with the teachers and their respective Principals, shall decide whether such exchange shall be authorized. Arrangements for exchanges shall be completed by April 30<sup>th</sup> of the school year prior to such exchanges. Such exchanging teachers shall be entitled to the opportunity to return to their original schools in a manner consistent with the rights and procedures described in Article 12.07, which apply in similar manner.
- 17.02 The teacher exchange may be made permanent at the end of the school year provided the exchange teachers are in mutual agreement and the necessary authorization and permission from all parties as identified in 17.01 is received in writing to the Director of Human Resources.
- 17.03
- a. Should a staff reduction occur affecting either of the exchange teachers during the staffing process, then the teacher exchange shall be rescinded.
  - b. Should staff reductions occur after the teacher exchange has been made permanent, the teacher approved for that school will follow the provisions in Article 19.
- 17.04 Exchange of administrators amongst schools will be encouraged by the Board. Where administrators who meet the below criteria are desiring an exchange between their schools, they shall notify their Supervisor(s) and make application to the Director of Human Resources, or designate, on or before February 1<sup>st</sup> of the school year prior to the exchange.

The minimum criteria are:

- a. Each applicant must be considered qualified and suitable for the exchange position in the opinion of the Board
- b. Only school-based lateral exchanges will be considered (i.e. principal to principal, vice principal to vice principal, department head to department head)
- c. The maximum difference in teaching staff FTEs between positions shall be:
  - i. 10 FTEs between principals
  - ii. 20 FTEs between vice principals
  - iii. n/a between department heads

Meeting the minimum criteria is not determinative of whether or not the exchange will be authorized. The Director of Human Resources, or designate, following consultation with the administrators and their respective supervisors, shall have sole discretion as to whether or not such exchange shall be authorized. Arrangements for exchanges shall be completed by March 31<sup>st</sup> of the school year prior to such exchanges. Such exchanging administrators shall return to their original schools at the end of one school year. Exchanging administrators shall receive the level of pay for the exchanged position except where that may result in a decrease in pay. Pursuant to Article 44.05 of the Teachers' Provincial Agreement, an administrator whose salary would otherwise be decreased due to the exchange will have their salary red circled for that one (1) school year.

## **ARTICLE 18 - TEACHER ASSIGNMENT**

- 18.01 All school buildings within a Principal's administrative unit shall be deemed to be one school building for purposes of teacher assignment, re-assignment, and transfer.
- 18.02
- a. The Board has the authority to assign or re-assign teaching staff within an administrative unit, in such manner as the Board deems to be in the best interests of the school system.
  - b. Student Services and circuit teachers shall not have claim to re-assignment opportunities within any of the schools to which they are assigned, except for the home school. The home school shall be defined to mean the administrative unit where the teacher teaches the greatest percentage of his/her time. If the teacher teaches an equal amount of time at more than one (1) school/site, then the school/site shall be the school/site closest to the teacher's ordinary place of residence.
  - c. The Board shall first consider filling by internal assignment, or re-assignment, vacant or unfilled positions within an administrative unit. The Board shall have authority to determine appropriate qualifications and experience with respect to such assignments, or re-assignments, including when a position shall be posted externally.
  - d. Before any internal assignment or re-assignment is made by the Board, all teachers within the Principal's administrative unit shall be notified of the available vacancies and unfilled positions. Any teacher that may be assigned or re-assigned without requesting such transfer shall first be offered the opportunity to consult with the Principal, before such action is taken. Such consultation shall include an explanation of the proposed assignment or re-assignment.
  - e. Where a staff reduction must occur within an administrative unit, the Board shall, after assigning teaching staff, first consider

volunteers for staff reduction. Where there are no suitable volunteers, the teacher to be declared surplus shall be the least senior within the administrative unit except where the administrative unit is Adult High. For Adult High, the teacher to be declared surplus shall be the least senior at the location.

- f. If the Board is of the opinion that a teacher who is to be declared surplus is essential to maintain a program, or to maintain an administrative position, the Board may deem that teacher as being essential. When the Board exercises such option, the Union may request an explanation for the teachers affected. Before such designation is finalized, the Board shall fairly consider any alternate proposal made by the Union.

18.03 a. Each Principal shall consult with teachers on her/his staff with respect to the next school year's proposed assignment. Following consultation between the Principal and each teacher, each teacher shall be given written notification by the Principal of the intended assignment, including intended subject areas and intended grade level for the next school year prior to the posting of Round 1 positions pursuant to Article 19.

- b. If circumstances require a teacher assignment to be changed, the teacher shall be notified as soon as reasonably possible and shall be given the circumstances in writing which require the change to be made. However, a change in subject areas or grade level taught may, with mutual agreement of the teacher and the Principal, occur at any time.

18.04 Subject to Article 18.03, Principals may assign permanent contract and probationary teachers to newly created vacant and unfilled positions within their administrative units between rounds of transfer. Once a position is posted, no internal assignment of such vacant or unfilled position shall be made by the Principal until completion of the next round of transfer.

18.05 Prior to re-assigning positions between staffing rounds the Principal shall make reasonable best efforts to inform, in writing by email, all teachers assigned to his/her school of all vacancies and unfilled positions in the school and give these teachers an opportunity to be considered for a change in assignment.

18.06 a. Where a school or administrative unit has been identified as having a surplus teacher(s), the teacher(s) at such administrative unit with the least seniority shall be declared a surplus teacher(s). The Board shall make its reasonable best efforts to notify such teacher(s) on or before May 15<sup>th</sup>.

- b. In preparing the staffing proposal, the Board may designate a program or supervisory position as being essential. Any teacher transferred as a result of such essential designation shall be returned to her/his original administration unit, unless the teacher designated essential has such assignment renewed for the subsequent year(s).

- 18.07 In the event that the teacher was declared surplus as a result of the application of 18.06b, said surplus teacher who verifies with the board within twenty-four (24) months of the initial displacement that he or she has successfully completed the training necessary to be qualified, such displaced teacher shall be entitled to replace the teacher deemed necessary provided:
- (i) the position deemed essential remains;
  - (ii) the necessary teacher filling the position has less seniority;
  - (iii) the displaced teacher has not accepted an alternate position subsequent to the displacement; and
  - (iv) the entitlement to replace may not be exercised until the beginning of the next school year, or if applicable, the beginning of the next semester.
- 18.08 For a period of three (3) years from date of a surplus placement, surplus teachers shall be afforded the opportunity of first refusal for any teaching position which becomes open in the school from which the transfer was made, provided the teacher has the necessary skill and ability for such position, as determined by the Board. To exercise this option during the 3 year period, a teacher declared surplus must notify Human Resources, in writing on or before December 15 of each year, of his or her desire to return to his or her original school.
- 18.09 Following a minimum of three (3) rounds of transfer, all remaining vacant and unfilled positions shall become available for the purpose of recalling Term Contract teachers pursuant to Article 23 – Term Recall in this Agreement.
- 18.10 If any vacant or unfilled positions remain after the application of Article 24 – Term Recall in this Agreement, such positions shall be advertised externally and posted on the Board’s website. A hard copy shall be sent to the Chair of the CRRC, or designate. Such positions shall not be open to currently employed permanent or probationary contract teachers except that permanent contract teachers may apply for vacant positions occurring due to:
- a. death;
  - b. late resignations;
  - c. retirements;
  - d. dismissal for cause;
  - e. newly created position;

- f. positions mistakenly not posted by the Board;
- g. other unforeseen circumstances approved by the Board.

18.11 Subject to Article 19, Principals may assign permanent contract and probationary teachers to newly created vacant and unfilled positions within their administrative units between rounds of transfer. Once a position is posted, no internal assignment of such vacant or unfilled position shall be made by the Principal until completion of the next round of transfer.

18.12 Prior to assigning positions pursuant to Article 18.11 and Article 20 the Principal shall make reasonable best efforts to inform all teachers assigned to his/her school of all vacancies and unfilled positions in the school and give these teachers an opportunity to be considered for a change in assignment.

## **ARTICLE 19 - TEACHER STAFFING PROCEDURES**

19.01 The Board shall accept applications for all positions for a period of not less than two (2) business days.

19.02 The Board shall inform the NSTU-CRRC Chair at least 48 hours prior to the commencement of the staffing process and shall notify the NSTU-CRRC Chair in the event there are changes to the staffing chronology.

- 19.03
- a. The Board shall make its reasonable best efforts by May 1<sup>st</sup> of each year to formulate a staffing proposal for the following school year. Such proposal shall 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. The staffing proposal shall identify all vacant or unfilled positions which are then known or reasonably foreseen.
  - b. The Board will consult with the NSTU-CRRC prior to implementing a staffing proposal.
  - c. The Board shall periodically make available to the NSTU-CRRC the updated lists of vacant and unfilled positions as such lists are developed. The Board shall fairly consider any proposal submitted by the NSTU-CRRC to meet staffing requirements through voluntary transfer(s).

19.04 When formulating the staffing proposal, all teachers shall be considered regional employees and all decisions regarding staffing shall be regional decisions.



- 19.05 There shall be two permanent teacher transfer rounds during which all anticipated vacant and unfilled positions shall be posted. Only permanent contract teachers (including those permanent contract teachers declared surplus) and probationary contract teachers who have been declared surplus shall be permitted to apply. Surplus teachers are encouraged to apply.
- 19.06 A permanent contract teacher who transfers to an unfilled position shall be guaranteed the right to return to a position in the administrative unit she/he left, unless such teacher is subject to, or would otherwise have been subject to, the provisions of Article 18.02e.
- 19.07 Where posted qualifications are altered because the position requirements have changed, the position must be re-posted. If it occurs following Round 2, the position shall be filled with a term contract teacher and shall be listed the following year in Round 1. The NSTU-CRRC shall have the right to be informed in writing, if requested, of the reasons for the change.
- 19.08 ROUND 1 – Is a competitive round. Where a surplus teacher is the successful applicant in Round 1 he or she is no longer considered a surplus teacher during the remaining staffing process. Any teacher who was successful in Round 1 shall not be permitted to apply for other teaching positions.
- 19.09 ROUND 2 - Following the completion of Round 1, the Board shall prepare a list of all new and remaining vacant and unfilled positions. Only permanent contract teachers (including those permanent contract teachers declared surplus who did not secure a position during Round 1) and probationary contract teachers who have been declared surplus who did not secure a position during Round 1 shall be permitted to apply. Surplus teachers are strongly encouraged to apply for positions in Round 2. Surplus teachers shall rank the positions applied for in order of preference.
- a. After applications close and before any competitions are commenced, surplus teachers shall be placed as follows:
    - i. Board placement of surplus teachers shall include a determination by the Board that the teacher is qualified and suitable for the position. Additionally, the Board considers the surplus teacher's preferences to the degree reasonable in the circumstances. Where all circumstances are relatively equal, placement will be made based on length of service with the Board.
    - ii. Where the Board is required to place a surplus teacher into a position to which he/she has not applied, the Board shall make its best efforts to consult with the teacher. Surplus teachers who do not apply for

positions in Round 2 will be placed into positions by the Board.

iii. Where a surplus teacher is placed in a vacant position in Round 2, he or she may choose to be declared surplus, effective at the end of the following school year, by providing notice in writing to the Director of Human Resources, or designate on or before December 15. Failure to notify the Board by December 15 nullifies this option.

b. Following the placement of surplus teachers, competitions shall be held amongst the remaining applicants for the remaining positions.

19.10 The Board shall make best efforts to complete Round 2 by June 15<sup>th</sup> of each year.

19.11 Following Round 2 all permanent contract teachers and probationary contract teachers who have been declared surplus to the Board will be reinstated as per the following job security provision for permanent and probationary teachers: “if, prior to the start of the ensuing school year, a position opens in the School Board where the surplus teacher was in receipt of a notice of termination because of staff reduction, the position will be offered in the following order. Firstly, to permanent contract teachers in the reverse order in which they were terminated; secondly, to second year probationary contract teachers in the reverse order in which they were terminated; and lastly, to first year probationary contract teachers in the reverse order in which they were terminated.”

19.12 Following the application of 19.11 all remaining vacant and unfilled positions shall become available within the region for the purpose of recalling term contract teachers. Every reasonable effort will be made to begin this process no later than one (1) week following completion of Round 2.

19.13 ROUND 3 - A term contract teacher employed full time and for at least 175 term days in each of the two (2) or more immediately preceding consecutive school years with the Board and a term contract teacher who has a cumulative total of at least 390 term days who is currently in a 100% position, may be placed in a 100% position at the same school for the ensuing school year. Such placement is purely discretionary and may occur with the consent of the term teacher if said teacher is determined to be qualified and suitable for the position in the opinion of the Principal and the Director of Human Resources or designate. In the event a term contract teacher is not placed pursuant to this article, the term contract teacher moves on to Round 4.

- 19.14 Following Round 3, term contract teachers who have not been placed, for other than just cause, and who have a minimum of one hundred and seventy-five (175) days of term service in each of two (2) consecutive years or a cumulative total of at least three hundred and ninety days (390) in more than two (2) consecutive years (“390 day list”) will be considered for the remaining vacant and unfilled positions and placed, provided said teachers have the qualifications, abilities, experience and competence necessary for the positions, in the opinion of the Board.
- 19.15 Recall rights for term teachers identified in Article 19.14 shall be applied in the following manner:
- a. ROUND 4 – All remaining positions (including part-time) will be posted for teachers on the “390 day list” and teachers who were either not placed or declined a placement in Round 3. These term recall teachers are responsible for making application to all positions for which they are interested. In doing so, teachers must rank positions in order of preference.
    - i. First a competitive round will occur for the 100% positions.
    - ii. Following the competitive portion of Round 4, the Board shall place remaining term contract teachers into remaining positions (100% and part-time) where there is a determination by the Board that the teacher is qualified and is suitable for the position. Additionally, the Board considers the teacher’s ranked preferences to the degree reasonable in the circumstances. The Board shall make all reasonable efforts to consult with a teacher regarding position and geographic preferences prior to placing a teacher into a position to which he or she did not apply. Where all circumstances are relatively equal, placement will be made based on length of service with the Board. In the event that a teacher is placed in less than a 100% position, the term teacher may continue applying for positions in accordance with 19.16.
    - iii. In the event a placement was offered and not accepted by the teacher, the Board may consider its obligations fulfilled. Such teacher shall be limited to applications as an external candidate in accordance with 19.13c. (Round 6) and 19.13d (Subsequent rounds).
  - b. ROUND 5 – School administrators may offer the teacher a part-time position which is within 20% of the part-time position the teacher held at the same school last year to a maximum of 90%.

Such placement is purely discretionary and may occur if said teacher is qualified and suitable for the position in the opinion of the Principal and the Director of Human Resources or designate. Positions in Round 5 must have previously been posted in Round 4.

- c. ROUND 6 – All remaining positions (including part-time) will be posted for open competition except that:
  - i. Any teachers remaining with recall rights pursuant to 19.14 who have not secured a placement for the following year will be given first consideration in advance of competition. The Board shall place such teachers into positions where there is a determination by the Board that the teacher is qualified and is suitable for the position. Additionally, the Board considers the teacher’s preferences to the degree reasonable in the circumstances. The Board shall make all reasonable efforts to consult with a teacher regarding position and geographic preferences prior to placing a teacher into a position to which he or she did not apply. Where all circumstances are relatively equal, placement will be made based on length of service with the Board.
  - ii. In the event a placement was offered and not accepted by such a teacher, the Board may consider its obligations fulfilled. Such a teacher shall be limited to applications as an external candidate in accordance with 19.15c. (Round 6) and 19.15d. (Subsequent rounds)
- d. SUBSEQUENT ROUNDS – All remaining positions (including part-time) will be posted in subsequent rounds in accordance with 19.15c.

19.16 Any term teacher in a term position is ineligible to be considered for other position(s) which operationally conflict with their current position except for positions that arise prior to September 1<sup>st</sup> where such position is an increase in the percentage of work for the term teacher. Such term teacher may also apply for positions that arise between September 1 and September 30<sup>th</sup> where such position is an increase in the percentage of work for the term teacher, but any such move requires both supervisors to be in agreement.

19.17 If any vacant or unfilled positions remain after the application of Article 19.15a (Round 4) in this Agreement, such positions shall be advertised externally and posted on the Board’s website. An electronic notice shall be sent to the Chair of the CRRC, or designate. Such positions shall not be open to currently employed permanent or probationary contract

teachers except that permanent contract teachers may apply for vacant positions that arise prior to August 15 due to:

- a. death;
- b. late resignations;
- c. retirements;
- d. dismissal for cause;
- e. newly created positions;
- f. positions mistakenly not posted by the Board;
- g. other unforeseen circumstances approved by the Board.

19.18 On occasion, a Principal will receive incidental additional teaching hours to distribute. A Principal may assign a part-time teacher additional hours provided such additional hours do not amount to a part-time assignment in excess of 90%. In such cases, a posting is not required. Upon request, the Board shall provide the Union confirmation of the date upon which the additional allocation was provided to the Principal.

## **ARTICLE 20 - TEACHER SELECTION**

- 20.01 Successful applicants shall be selected by the Board pursuant to the provisions of Article 20
- 20.02 The Board shall identify interview dates for positions on each posting. The Board shall make reasonable best efforts to provide interviewees with at least twelve (12) hours notice inclusive of an overnight in advance of their actual interview.
- 20.03 The Board shall confidentially maintain the names of the interviewed applicants, the scores for each interviewed applicant broken into the categories required in 20.04 (qualifications, abilities and experience with seniority as a tie-breaker if relatively equal) and the resulting recommendation.
- 20.04 For the purposes of deciding teacher vacancies, a pre-determined and posted minimum in each of the three (3) criteria of qualifications, ability and experience must be established to be considered eligible. Eligible candidates shall be further considered upon the following criteria:
- a. Employment Equity considerations as per Article 35
  - b. In the event that there is no Employment Equity selection, eligible candidates will compete based on the following weighting:
    - i. 15% for qualifications
    - ii. 60% for ability
    - iii. 25% for experience

Where two (2) or more eligible candidates are relatively equal, the final selection shall be based on seniority. Relatively equal means falling within five (5%) percent of the highest score.

- 20.05 Any unsuccessful teacher shall be entitled to request of the Director of Human Resources, or designate, an explanation/interview to discuss the evaluation process.
- 20.06 The Board shall post the names of successful applicants on its website within ten (10) days of the approval of the successful applicant.

## **ARTICLE 21 - ADMINISTRATIVE STAFFING PROCEDURES**

- 21.01 a. The Board shall accept applications for all positions for a period of not less than two (2) business days.
- b. Notwithstanding 22.01, in the event that a teacher receiving an administrative allowance is deemed surplus, 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 provided they are qualified for said position.
- c. Where the Board is aware of surplus administrators, administrative positions will still be posted. At the completion of the posting period, the Board will either appoint a surplus administrator pursuant to 21.01 (b) or conduct the competition.
- 21.02 Vacant, new or acting administrative positions anticipated to be of at least 95 school days and known or ought reasonably to have been known before August 1<sup>st</sup> shall be posted.
- 21.03 Acting administrative positions, which are known to be for a period of less than 95 school days, need not be advertised but will be filled by the Board.
- 21.04 When a position is going to be filled in an acting capacity only, in accordance with 21.03, and may reasonably be anticipated to be a minimum of 95 days the Board will ask for an “expression of interest” from all current permanent teachers and administrators. The selection for the filling of the position remains at the discretion of the Board, but consideration will be given to those who have expressed interest.
- 21.05 An acting position filled through open competition may be extended until the incumbent returns or the position becomes vacant.

21.06 Where the Board has advertised an administrative position and has not filled that position, the Board shall notify the Chairperson of the NSTU-CRRC in writing of the reasons for not filling the said position.

21.07 Limited Movement after acceptance of an administrative position for the ensuing school year

Administrators are encouraged to apply for other administrative positions. However, and notwithstanding 22.01, where a teacher/administrator has accepted an administrative position at any time during one school year, they may not be considered eligible for an alternate administrative position commencing before July 31<sup>st</sup> of the following school year except where the alternate administrative position is a vacant position and represents a minimum increase from the applicant's permanent position equivalent to the current *Teacher's Provincial Agreement* Schedule E Principal of a School with 1-5 teachers (for example, between August 1, 2009 and July 31, 2010 this is an amount of \$5422);

- a. Moves will otherwise not be permitted except at the discretion of the Board;
- b. Nothing in this article prevents a person in an acting position from accepting an alternate administrative position that does not overlap with the initially accepted acting administrative position.

For clarity, as an example, a teacher/administrator, who accepts an administrative position on March 30<sup>th</sup>, 2011, commencing August 1, 2011, may apply for other administrative positions, but will ordinarily be considered ineligible for positions that commence before July 31<sup>st</sup>, 2012 unless one of the above criteria is met.

21.08 The Board shall, in consultation with the NSTU-CRRC, provide training workshops to encourage existing permanent contract teachers to apply for administrative positions.

21.09 The Board shall make all reasonable best efforts to begin staffing administrative positions as soon as possible each year with the process beginning prior to the first round of teacher transfers.

## **ARTICLE 22 - ADMINISTRATIVE SELECTIONS**

22.01 Positions in 21.02 shall be filled in accordance with Article 22.

22.02 For the purposes of deciding administrative vacancies, a pre-determined and posted minimum in each of the three (3) criteria of qualifications,

ability and experience must be established to be considered eligible. Eligible candidates shall be further considered upon the following criteria:

- a. Employment Equity considerations as per Article 23;
- b. In the event that there is no Employment Equity selection, eligible candidates will compete based on the following weighting:
  - i. 15% for qualifications
  - ii. 60% for ability
  - iii. 25% for experience

Where two (2) or more eligible candidates are relatively equal, the final selection shall be based on seniority. Relatively equal means falling within five (5%) percent of the highest score.

- 22.03 Any unsuccessful teacher shall be entitled to request of the Director of Human Resources, or designate, an explanation/interview to discuss the evaluation process.
- 22.04 All candidates invited for an administrative interview shall be provided a minimum of twenty-four (24) hours notice period prior to the interview.
- 22.05 The Board shall confidentially maintain the names of the interviewed applicants, the scores for each interviewed applicant broken into the categories required in 22.02 (qualifications, abilities and experience with seniority as a tie-breaker if relatively equal) and the resulting recommendation.
- 22.06 The Board shall post the names of successful applicants on its website within ten (10) days of the approval of the successful applicant.

## **ARTICLE 23-EMPLOYMENT EQUITY**

- 23.01 The Board and the Union agree to participate cooperatively in the advancement of employment equity policies and procedures, including participation without prejudice on the Board's Employment Equity Committee and pursuant to the provisions of the Letter of Understanding #1 in the *Teachers' Provincial Agreement*.
- 23.02 The Chignecto-Central Regional School Board and the Nova Scotia Teachers Union believe in social justice and value diversity. To that end, employment equity considerations may be a component of selection processes for teachers and administrators. The identified employment equity groups may include First Nations individuals, African Nova Scotian individuals, disabled individuals and women.



- 23.03 When employment equity considerations apply to a position, the Board shall identify in the posting the employment equity group(s) to which said considerations will apply.
- 23.04 In instances where one or more applicants has self identified as being a member of one of the identified employment equity groups and where the identified employment equity group remains under-represented in comparable positions and/or where there are identified special needs at a particular location or for a particular position, the following special considerations shall apply:
- (a) If only one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the employment equity candidate shall be considered the recommended candidate.
  - (b) If more than one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the recommended candidate will be selected by the Board to best meet the Board's employment equity objectives.
- 23.05 Administrative Positions - External candidates who meet the posted employment equity criteria for administrative positions will only have the advantage of the application of this Article in the event that there are no eligible permanent contract teachers competing.

## **ARTICLE 24 - SCHOOL CLOSURES**

- 24.01
- a. When the Board deems it necessary to close all of a school or part of a school and transfer students to another school, notification shall be given to the Union as soon as possible.
  - b. When an entire school is to be closed, staff shall be transferred with their students to the different facility(ies). If qualified, teacher(s) will be offered a position in the new school(s) on the basis of seniority.
  - c. When only a partial closure occurs, teachers transferred shall be those teachers whose current teaching assignment has been spending the greater percentage of their time with the student transferees. If there are other affected teachers, said teachers shall be given an opportunity to request a transfer to the new school(s) and shall be given consideration for a position at the new school(s).
  - d. Upon placement in their new facility, staff shall acquire seniority placement based upon their respective position on the system wide seniority list.

- e. Should the transfer of teachers in 24.01b and 24.01c result in the affected school(s) having a surplus of teachers, the surplus shall be eliminated pursuant to Article 18.06(a).
- f. If after initial placement but before the completion of Round 2 pursuant to Article 19, if a position becomes vacant in the new school, that position will be filled by the most senior, qualified teacher(s) who became surplus due to the realignment or new construction. Any other position(s) remaining will be filled by transfer during the transfer rounds. In subsequent years, transfer to the new school will follow transfer procedures as set out in this Collective Agreement.

## **ARTICLE 25 - UNION RELEASE TIME**

- 25.01
  - a. The Board agrees to provide to members of the NSTU-CRRC Executive up to twenty-five (25) teaching days per school year, with pay, as required to carry out duties of office within the Chignecto-Central Regional School Board region. The Union may carry forward any unused days in a given year up to a maximum of fifteen (15) days (non-cumulative)
  - b. In addition to the days provided in Article 25.01(a), the Board shall allocate additional days to teachers to perform their duties of office on behalf of NSTU – CRRC or as President of a Local, provided that the NSTU - CRRC or respective Local reimburses to the Board the actual cost of the replacement teacher(s).
- 25.02 The Chair of the NSTU-CRRC shall not claim more than fifteen (15) such days and no other member of the Executive shall individually claim more than five (5) such days. Claimants shall make all reasonable efforts to minimize disruption of learning in the classroom.
- 25.03 Unless otherwise waived by the Director of Human Resources, or designate, for good reason, at least five (5) days advance notice of such requested leave shall be provided to the Director of Human Resources, or designate.

## **ARTICLE 26 - RIGHT TO UNION REPRESENTATION**

- 26.01 A teacher has the right to have a Union representative at any meeting called by an Administrator for disciplinary purposes.
- 26.02 Notwithstanding Article 26.01, any meeting called by an Administrator and which in the course of the conversation results in information being shared, the impact of which may result in discipline for the teacher, then

such meeting shall cease and the teacher shall be given the opportunity to have a Union representative present at the ensuing meeting.

26.03 When a meeting which is disciplinary in nature is scheduled, the Administrator shall notify the teacher in advance so that the teacher may contact the teacher's Union representative to attend the meeting. Contacting the Union representative shall not delay the meeting for more than forty-eight (48) hours.

26.04 For purposes of this Article, "disciplinary purposes" means any meeting which may result in a verbal or written reprimand, suspension or dismissal of a teacher.

## **ARTICLE 27 - COLLECTION OF MONEY**

- 27.01 a. Teachers shall not be liable for the loss of money collected for any purposes, provided the teacher can show that she/he acted in a responsible manner in the handling of such monies.
- b. The Board shall make available to each teacher a safe place to store money collected and personnel to keep adequate records of such funds.

## **ARTICLE 28 - TEACHER'S PROPERTY – LOSS OR DAMAGE**

28.01 Teachers are required to have the written authorization of school-based administration prior to bringing personal property to be kept or left in the school.

28.02 It is the responsibility of each teacher to take appropriate steps to protect her/his personal property from loss or damage.

28.03 Where personal property of a teacher is lost or damaged due to fire, water, break-in or the negligence of the Board, the teacher may make a claim subject to the following:

- a. A homeowner insurance policy is carried by the teacher on her/his personal effects and the article being claimed for is not covered by the policy;
- b. The teacher has taken appropriate steps to protect the property from loss or damage; and
- c. A compensation claim shall be limited to:
- i. The depreciated cost of the article;
  - ii. A maximum payment by the Board on any claim of one thousand five hundred (\$1,500.00)
  - iii. Claims of less than fifty dollars (\$50.00) will not be considered.

- d. Such payment shall be without admission of liability and constitute a full release of all claims against the Board and its employees.

## **ARTICLE 29 - LEGAL ASSISTANCE AND PROTECTION**

- 29.01 Where a teacher, as a result of acting lawfully in the performance of her/his duties as a teacher, without negligence or willful misconduct, is wrongfully prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board shall undertake to defend her/him, to the extent of providing the Board's legal counsel, or counsel provided pursuant to the terms of the Board's insurance policy, or other legal counsel, as the Board shall determine. In order to qualify for such legal assistance, the teacher shall be obligated to cooperate fully in all respects with both the Board and the legal counsel provided to such teacher. In the event the teacher retains her/his own legal counsel with respect to such matters, the Board shall be relieved of all obligations under this Article.
- 29.02 The provisions of this Article shall apply to all teachers, including substitute teachers, while in the employ of the Board at the time of the incident(s).
- 29.03 In the event subsequent events demonstrate that the teacher was not qualified for such legal assistance, any reasonable legal costs paid by the Board to such legal counsel shall be repayable by the teacher. The Board shall have the right to withdraw such legal counsel from proceedings in the event it concludes the teacher does not qualify. If the Board is in error in failing to provide, or continue to provide, such legal assistance, the teacher may file a grievance for recovery of all legal costs reasonably incurred by the teacher in substitution for such legal assistance.

## **ARTICLE 30 - TEACHING & LEARNING CONDITIONS**

- 30.01
  - a. Every teacher who works at least sixty per cent (60%) of a regular school day shall be entitled to at least a forty (40) minute lunch break per day, to be scheduled between the hours of 11:00 a.m. and 1:30 p.m., unless otherwise agreed by the teacher.
  - b. Teachers required to travel for the purposes of their assigned duties shall have a lunch break of at least forty (40) minutes per day between the hours of 11:00 a.m. to 1:00 p.m. separate and apart from the required travel time.
- 30.02
  - a. Within the constraints of its approved budget, the Board will exercise its best efforts to follow a staffing formula that, in the

Board's best judgement, provides the most practicable pupil-teacher ratio within all schools, having regard for all circumstances. Subject to such constraints, the Board shall continue to provide specialist services as circumstances will permit for the development of such programs.

- b. The Board, through the Educational Services Department, agrees to provide to the NSTU-CRRC all relevant information on class size and pupil-teacher ratios by October 15<sup>th</sup> of each school year or such subsequent date as it becomes available.

### **ARTICLE 31 - CLASS SIZE**

- 31.01 The Board recognizes the desirability of keeping individual teaching situations at a reasonable level and will make every effort where possible to achieve this.

### **ARTICLE 32 - SCHOOL CLIMATE**

- 32.01 The parties acknowledge that proper school discipline is essential to educational achievement and a positive school climate. Acts of violence and/or abuse against teachers in the school will not be tolerated. The Board will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.
- 32.02 The parties recognize the responsibility of teachers and school administrators to encourage order and good discipline in their schools.
- 32.03 When a discipline concern is unresolved at the school level, a teacher(s), accompanied by the President of the Local if so desired, shall have the right to address such concerns with the appropriate Family of Schools Supervisor. If such concern remains unresolved, the teacher shall have the further right to address the issue with the Director of Educational Services.
- 32.04 Articles 31.01 and 31.02 are not grievable and nothing in this Article shall interfere with the Board's statutory and legal obligations with respect to discipline.

### **ARTICLE 33 - INCLUSION**

- 33.01 For the purposes of this Article, a Special Needs Student is any student requiring special care, special services, special programs or significant program modification.

- 33.02 Integration of Special Needs Students into a heterogeneous class of students shall involve consultation among teachers, parents or guardians, administrators and any appropriate support personnel who may be affected by such integration. This consultation shall begin as early as possible.
- 33.03 The placement shall be reviewed annually or more frequently if requested by the teacher, in consultation with the student services consultant and/or school principal.

#### **ARTICLE 34 - ADDITIONAL INSTRUCTIONAL SERVICES**

- 34.01 a. Teachers shall be required, upon request through the Principal, to provide public school students who are absent, instructional materials that were prepared and taught by the teacher, course outline(s), tests and examinations and such other materials as the teacher may ordinarily prepare for the student's class. Reasonable notice shall be given for any such request. Upon request of the Principal a teacher shall be required to evaluate appropriate student products.
- b. Teachers shall not be expected to prepare additional materials or to release tests and examination materials prior to their release to the class.
- 34.02 Teachers who enroll classes or otherwise provide educational programs to school-based students, shall not be required to instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students or to those students who have voluntarily withdrawn from school unless home schooling constitutes a distinct portion or part of the teacher's assignment. For the purpose of this Article a Home Education Student shall mean those students who are not registered in a public school and who are being educated at home.

#### **ARTICLE 35 - TEACHER IN CHARGE**

- 35.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 35.02 In the event that all administrative personnel assigned to the school are absent from the school, the Board may request a Teacher in Charge to assume the duties specified in this clause.
- 35.03 A Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision, adequate to secure the safety of students and the security of the school, is maintained. Such Teacher in Charge shall

consult with or seek instructions from the Board as circumstances require.

- 35.04 The Board shall have discretion as to selection of one or more Teachers in Charge.
- 35.05 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.

#### **ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 36.01 The Board, the Union and the teachers agree to cooperate in the prevention of accidents and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act*. All parties recognize that occupational health and safety are the shared responsibility of the Board, the Union and individual teachers.

#### **ARTICLE 37 - GENERAL**

- 37.01 The NSTU and the Board shall both obtain a quote for the cost of printing this Agreement. Whichever party obtains the lower quote shall become responsible for printing this Agreement in booklet form and the parties shall share equally in the printing cost at the quoted level. Distribution of the printed booklet shall be the responsibility of the Union.
- 37.02 Part-time teachers shall be credited with all benefits described in this Agreement on a pro rata basis in accordance with the number of days taught or claimed, compared to a regular full-time teaching position, except where otherwise specifically stated herein. Nevertheless, part-time teachers shall be entitled to the full benefits of medical coverage.
- 37.03 All terms and conditions of employment with respect to substitutes shall be as defined in the *Teachers' Provincial Agreement*. Nothing herein shall be interpreted to provide additional terms, except as specifically noted.
- 37.04 Wherever a named position (i.e. Superintendent, Director of Human Resources, or designate, Principal, etc.) is identified in this Agreement, the person in such position shall be entitled to delegate such responsibility, provided such person remains accountable for the actions of the delegate.

# APPENDIX “A”

## CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

Human Resources Department

60 Lorne Street

Truro, NS B2N 3K8

### REQUEST FOR MEDICAL INFORMATION FORM

PLEASE ENSURE THAT THIS QUESTIONNAIRE IS DULY COMPLETED, SIGNED AND RETURNED TO THE CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD, BY \_\_\_\_\_ 20 \_\_\_\_ .

DATED: \_\_\_\_\_

#### (A) PHYSICIAN'S SECTION

TO THE PHYSICIAN: Your patient is a teacher with the Chignecto-Central Regional School Board. The teacher has been absent from work due to illness since

\_\_\_\_\_  
(INSERT DATE)

The Board requires information regarding the teacher's current medical condition. Please complete this form only if you have treated the teacher during the illness in question, or have predetermined medical information that this individual has been ill since that date specified above. Your cooperation is appreciated. The teacher will require a receipt for any fee charged for obtaining this medical information.

(1) Teacher's Name:

\_\_\_\_\_

(2) Teacher's Address:

\_\_\_\_\_

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

\_\_\_\_\_

(4) Duration of current illness or injury:

From \_\_\_\_\_ To \_\_\_\_\_



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

---

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

Yes \_\_\_\_\_ No \_\_\_\_\_

(7) On the patient's return to work are there restrictions on any activities the employee can engage in?

---

(8) Physician's Name and Address:

---

Physician's Signature \_\_\_\_\_

Date \_\_\_\_\_

Other remarks (use additional sheet if necessary)

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### **(B) EMPLOYEE'S SECTION**

I hereby authorize my physician to release the foregoing information (including any explanation arising from the information provided) concerning my current illness or injury to my Employer, the Chignecto-Central Regional School Board. It is understood that this information be only of the same nature and extent as is provided under Part A of this form and does not authorize the release of information which is different in nature or greater in extent. I understand that I will receive a copy of any medical information received by the Board from my physician.

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

# APPENDIX "B"

## TERM SERVICE FORM AS PER ARTICLE 14 OF THE REGIONAL CONTRACT

---

**Name:**

**Prof. #**

According to the Local Agreement we will be generating a Seniority List for all 100% and part-time term teachers.

We have calculated your seniority to be:

**Aug 1, 20 - July 31, 20** (previous school year)  
**Aug. 1, 20 - July 31, 20** (current school year) \_\_\_\_\_  
**Service - Aug. 1, 20 - July 31, 20** \_\_\_\_\_  
**Recognized Service Prior to August 1, 20** \_\_\_\_\_  
**Total Service - July 31, 20** \_\_\_\_\_

The following is the criteria and the staffing rounds that apply to term teachers:

- Round 3 Terms with two (2) 100% term positions of at least 175 days each year (2-Year Terms) and term teachers with a cumulative service of at least 390 days in consecutive school years may be placed with the consent of the Board and teacher in a 100% position at the same school.
- Round 4 Round 3 teachers not previously placed
- Round 5 Part time teachers without term recall status may be offered a part-time position at the same school provided the position is within 20% of their teaching assignment to a maximum of 90%.
- Round 6 External advertisement. All terms eligible to apply, as well as outside applicants.

According to your term service calculated above, the following Round will apply to you:

**If we have indicated Round 3 is applicable to you, please note you will only be placed in this round with your consent and that of the Board. If you do not meet the above criteria then you will be eligible to apply in Round 4.**

**Please return a copy of this form signed by (indicate date). I acknowledge that the above information is and will remain the basis for placement for the coming school year.**

Yes, I agree with the above information. \_\_\_\_\_

If you feel the above information is incorrect, please specify what you feel your service should be and why, and forward this information to the Corporate Services Department, Human Resources Division, Truro, and your Local Union President.

\_\_\_\_\_

Signature of Teacher

**APPENDIX "C"**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD**

**DEADLINE: April 1<sup>st</sup>**

**JOB-SHARING**

- An Interview Team consisting of at least the school principal, the permanent contract teacher who has requested the job-share, and one other teacher or administrator to interview the other contract teacher.
- Description of a new job-sharing proposal must be attached to this form.
- Continuation of a Job-Sharing Team must receive approval of the Principal and Family of Schools Supervisor.
- Applications **must be received by April 1st** of the school year the job-sharing is to commence, continue or discontinue.
- Permanent contract teachers through application commit to filling the position for one (1) year.
- Please refer to Article 16 for further information.

Please check:            New Job-sharing Proposal              
   Continuation of Job-Sharing           

School: \_\_\_\_\_ School Year: 20\_\_\_\_ - \_\_\_\_\_

Name (Permanent Contract Teacher) \_\_\_\_\_ Prof. # \_\_\_\_\_

Name (Other Contract Teacher) \_\_\_\_\_ Prof. # \_\_\_\_\_

Proposed Schedule (including percentage of time for each teacher, grade level, etc.) \_\_\_\_\_  
\_\_\_\_\_

Signature of Permanent Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Contract Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of the Principal: \_\_\_\_\_

Approval of the Family of Schools Supervisor: \_\_\_\_\_

Approval of the Human Resources Division \_\_\_\_\_

## APPENDIX “D”

### Summary of Staffing Rounds – Article 19

The following represents a summary only. Although it is being provided in the collective agreement, it is provided for informational purposes only. Nothing within this Appendix is intended to be considered to be an Article and, as such, not be the basis for a grievance as defined in 5.02. To the extent there may be any discrepancies between this summary and the actual provisions of the collective agreement, the actual provisions of the collective agreement are paramount. Any disputes regarding the application, operation, or any alleged violation of the Collective Agreement must be referenced to an Article(s) and not this summary.

Round	Applicant	Applicants	Positions	Interview/Placed
1	2 days	Permanent including surplus and probationary declared surplus.	Vacant & unfilled	Competition
2	2 days	Permanent including surplus and probationary declared surplus.	Vacant & unfilled	First surplus placed then competition among remaining
3 un-posted	N/A	“390 day list” currently in 100% positions	100% position at the teacher’s current school. Jobs no longer identified as vacant or unfilled for the remainder of staffing.	May be placed (discretionary) where teacher is determined qualified and suitable for the position and where there is agreement of Teacher, Principal

Ro-und	Appl Period	Applicants	Positions	Interview/Placed
4	2 days	“390 day list” not placed in Round 3 and part-time teachers on the “390 day list”	All positions including part-time	and Board. Employees rank preferences. First there is a competition for full time positions. Those who do not win a competition will be placed where determined qualified and suitable. The Board considers the teacher’s ranked preferences to the degree reasonable. The Board shall make all reasonable efforts to consult with a teacher regarding position and geographic preferences prior to placing a teacher into a position to which he or she did not apply. Where all circumstances are relatively equal, placement will be made based on
5 un-Posted	N/A	Part time without 390 day list recall rights	Part-time position which is within 20% of the part-time position the teacher held at the same school last year to a maximum of 90% These positions must have been	length of service May be placed (discretionary) where teacher is determined qualified and suitable for the position and where there is agreement of Teacher, Principal and Board
6 & subsequent rounds	2 days	Unplaced “390 day list” and external applicants	posted in Round 4 All positions including part-time	First any teacher remaining with recall rights then competition amongst external candidates.

Teachers on the “390 day list” include teachers who:

- a. Have a minimum of 175 days of term service in each of 2 consecutive school years; or
- b. Have a cumulative total of at least 390 days in more than 2 consecutive years.

## **APPENDIX ‘E’**

### **Summary of Teacher Selections – Article 20**

The following represents a summary only. Although it is being provided in the collective agreement, it is provided for informational purposes only. Nothing within this Appendix is intended to be considered to be an Article and, as such, not be the basis for a grievance as defined in 5.02. To the extent there may be any discrepancies between this summary and the actual provisions of the collective agreement, the actual provisions of the collective agreement are paramount. Any disputes regarding the application, operation, or any alleged violation of the Collective Agreement must be referenced to an Article(s) and not this summary.

#### **Short Listing**

In order to be shortlisted, a candidate shall meet the minimum qualifications and experience as posted and as established through their application. However, meeting the minimums does not guarantee an interview. When more than a reasonable number of applicants meet the minimum requirements so that interviewing all would not be practical, further levels of shortlisting must take place which shall include considerations of qualifications and/or experiences in excess of the minimums posted.

Where at least one (1) applicant meets the minimum qualifications and experience as posted and as established through their application, a full selection process will commence.

#### **Interviews**

The Board shall identify interview dates for positions on each posting. The Board shall make reasonable best efforts to provide interviewees with at least twelve (12) hours notice inclusive of an overnight in advance of their actual interview.

#### **Selection Considerations**

##### **Eligibility**

For a candidate to be considered eligible, the candidate must meet:

- The minimum qualifications as posted and established through the application form;
- The minimum experience as posted and established through the application form; and
- The minimum ability to effectively deal with teaching situations that are likely to arise as demonstrated predominately through the interview and, to a lesser extent, the overall selection process.



Provided all three (3) minimums have been met, the selection shall be made in the following order:

- (1) Employment Equity where Employment Equity has been indicated in the posting;  
or, if it were not an Employment Equity noted posting or no eligible candidates are Employment Equity candidates,
- (2) Scoring.

**(1) Employment Equity**

In instances where one or more applicants has self identified as being a member of one of the identified employment equity groups and where the identified employment equity group remains under-represented in comparable positions and/or where there are identified special needs at a particular location or for a particular position, the following special considerations shall apply:

- (a) If only one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the employment equity candidate shall be considered the recommended candidate.
- (b) If more than one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the recommended candidate will be selected by the Board to best meet the Board's employment equity objectives.

**(2) Scoring**

In the event it was not an Employment Equity consideration posting or where there are no Employment Equity candidates who are eligible, the selection shall be based on the score. The score shall be comprised of the following:

- 15% for qualifications
- 25% for experience
- 60% for abilities

The candidate with the highest score will be the recommended candidate except where there is one (1) or more candidates scoring relatively equal to the highest scoring candidate. Relatively equal means falling within 5% of the highest score. Where one (1) or more candidates are relatively equal to the highest score, the recommended candidate shall be the candidate of all of those (the candidate with the highest score as well as those candidate who score within 5% of the highest score) who has the greatest seniority.

## **Recommended Candidate**

Appropriate references are contacted. The reference checks should establish that the candidate's experience and abilities provided in the selection process accurately reflect the candidate's actual experience and abilities.

The candidate's most recent supervisor should be one of the references. In the event that the candidate did not list his or her most recent supervisor, the candidate should be contacted, notified of the importance of the reference of his or her immediate supervisor and given the opportunity to include the supervisor as a reference. In the event that the candidate declines, the candidate is to be informed that a lack of reference from the most recent immediate supervisor may be considered negatively during the process.

In the event that appropriate reference checks are not satisfactory for the recommended candidate, the above process is followed for the next eligible candidate and so on.

The recommended candidate is provided to Human Resources for review. Human Resources will review the recommendation as it relates to the collective agreement, Board policy and procedures.

## **Offering the Position**

With satisfactory reference checks, the eligible recommended candidate will be offered the position.

## **Retention of Record**

The Board shall confidentially maintain the names of the interviewed applicants, the scores for each interviewed applicant broken into the categories required in 20.04 (qualifications, abilities and experience with seniority as a tie-breaker if relatively equal) and the resulting recommendation.

## **Situations Where the Position May Be Reposted**

In certain situations, the Board may decide to repost the position including:

- A mistake has been made in the process or change has occurred affecting the posted position
- No candidates are eligible (meet the minimum qualifications, experience and ability)
- No candidates are eligible have satisfactory reference checks
- All eligible recommended candidates turn down the offer of the position

In circumstances where the Board determines it is impractical to proceed otherwise, the Board may choose not to repost but to proceed even where some component of the foregoing has not been met. If this is the case, the candidate(s) will be notified that they are being considered but have not met a certain component. In the event an offer is provided, the offer will indicate the component which was not met.

### **Communication of Reposting to Candidates**

Any applicant who has been shortlisted and received an interview will be notified if the position is going to be reposted. While the applicant may apply again for the posting, the applicant may not be permitted to re-interview. The applicant's previous selection scores may be considered during the new selection process.

### **Variations/Exceptions**

Occasionally there will be circumstances which require variations and/or exceptions from this process. The application of the Teachers' Provincial Agreement Article 55 is one example that may impact on the process. That or other variations may occur provided the NSTU is appropriately informed and, as required, in agreement.

### **Review**

The first scheduled Board / Teacher Meeting in the fall 2011 will review the application of this process in detail.

## **APPENDIX ‘F’**

### **Summary of Administrative Selections – Article 22**

The following represents a summary only. Although it is being provided in the collective agreement, it is provided for informational purposes only. Nothing within this Appendix is intended to be considered to be an Article and, as such, not be the basis for a grievance as defined in 5.02. To the extent there may be any discrepancies between this summary and the actual provisions of the collective agreement, the actual provisions of the collective agreement are paramount. Any disputes regarding the application, operation, or any alleged violation of the Collective Agreement must be referenced to an Article(s) and not this summary.

#### **Short Listing**

In order to be shortlisted, a candidate shall meet the minimum qualifications and experience as posted and as established through their application. However, meeting the minimums does not guarantee an interview. When more than a reasonable number of applicants meet the minimum requirements so that interviewing all would not be practical, further levels of shortlisting must take place which shall include considerations of qualifications and/or experiences in excess of the minimums posted.

Where at least one (1) applicant meets the minimum qualifications and experience as posted and as established through their application, a full selection process will commence.

#### **Interviews**

Applicants who have been shortlisted and offered an interview will be provided a minimum of twenty-four (24) hours notice of the interview.

#### **Selection Considerations**

##### **Eligibility**

For a candidate to be considered eligible, the candidate must meet:

- The minimum qualifications as posted and established through the application form;
- The minimum experience as posted and established through the application form; and
- The minimum ability to effectively deal with teaching situations that are likely to arise as demonstrated predominately through the interview and, to a lesser extent, the overall selection process.

Provided all three (3) minimums have been met, the selection shall be made as follows:

- (1) Where there are internal eligible candidates:
  - a. Employment equity considerations or if no eligible employment equity internal candidates then
  - b. Scoring (internal & external)
- (2) Where there are no internal eligible candidates:
  - a. Employment equity considerations or if no eligible employment equity candidates then
  - b. Scoring

**(1) Employment Equity**

In instances where one or more applicants has self identified as being a member of one of the identified employment equity groups and where the identified employment equity group remains under-represented in comparable positions and/or where there are identified special needs at a particular location or for a particular position, the following special considerations shall apply:

- (a) If only one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the employment equity candidate shall be considered the recommended candidate.
- (b) If more than one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the recommended candidate will be selected by the Board to best meet the Board's employment equity objectives.

**(2) Scoring**

In the event it was not an Employment Equity consideration posting or where there are no Employment Equity candidates who are eligible, the selection shall be based on the score. The score shall be comprised of the following:

- 15% for qualifications
- 25% for experience
- 60% for abilities

The candidate with the highest score will be the recommended candidate except where there is one (1) or more candidates **scoring** relatively equal to the highest scoring candidate. Relatively equal means falling within 5% of the highest score. Where one (1) or more candidates are relatively equal to the highest score, the recommended candidate shall be the

candidate of all of those (the candidate with the highest score as well as those candidate who score within 5% of the highest score) who has the greatest seniority.

### **Recommended Candidate**

Appropriate references are contacted. The reference checks should establish that the candidate's experience and abilities provided in the selection process accurately reflect the candidate's actual experience and abilities.

The candidate's most recent supervisor should be one of the references. In the event that the candidate did not list his or her most recent supervisor, the candidate should be contacted, notified of the importance of the reference of his or her immediate supervisor and given the opportunity to include the supervisor as a reference. In the event that the candidate declines, the candidate is to be informed that a lack of reference from the most recent immediate supervisor may be considered negatively during the process.

In the event that appropriate reference checks are not satisfactory for the recommended candidate, the above process is followed for the next eligible candidate and so on.

The recommended candidate is provided to Human Resources for review. Human Resources will review the recommendation as it relates to the collective agreement, Board policy and procedures.

### **Offering the Position**

With satisfactory reference checks, the eligible recommended candidate will be offered the position.

### **Retention of Record**

The Board shall confidentially maintain the names of the interviewed applicants, the scores for each interviewed applicant broken into the categories required in 22.02 (qualifications, abilities and experience with seniority as a tie-breaker if relatively equal) and the resulting recommendation.

### **Situations Where the Position May Be Reposted**

In certain situations, the Board may decide to repost the position including:

- A mistake has been made in the process or change has occurred affecting the posted position
- No candidates are eligible (meet the minimum qualifications, experience and ability)

- No candidates are eligible have satisfactory reference checks
- All eligible recommended candidates turn down the offer of the position

In such case, the CRRC Chair of the NSTU will be notified that the position is being reposted and the reason. In circumstances where the Board determines it is impractical to proceed otherwise, the Board may choose not to repost but to proceed even where some component of the foregoing has not been met. If this is the case, the candidate(s) will be notified that they are being considered but have not met a certain component. In the event an offer is provided, the offer will indicate the component which was not met.

### **Communication of Reposting to Candidates**

Any applicant who has been shortlisted and received an interview will be notified if the position is going to be reposted. While the applicant may apply again for the posting, the applicant may not be permitted to re-interview. The applicant's previous selection scores may be considered during the new selection process.

### **Variations/Exceptions**

Occasionally there will be circumstances which require variations and/or exceptions from this process. The application of the Teachers' Provincial Agreement Article 55 is one example that may impact on the process. That or other variations may occur provided the NSTU is appropriately informed and, as required, in agreement.

### **Review**

The first scheduled Board / Teacher Meeting in the fall 2011 will review the application of this process in detail.





