

COLLECTIVE AGREEMENT

Between the

Strait Regional School Board

And the

Nova Scotia Teachers Union

April 14, 2011 to July 31st, 2013

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THIS AGREEMENT made in triplicate this day of , 2011 A.D.

BETWEEN:

The **Strait Regional School Board**, a school board established pursuant to an Order in Council dated 5 April, 2002, hereinafter called "The Board"

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"

PREAMBLE

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

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

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pursuant to the *Education Act* supersede regional agreements where there is conflict; the regulations themselves are superseded by the Provincial Agreement where there is conflict; and the *Education Act*, the statutory authority, supersedes all else in this employer-employee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

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

- (a) maintain and improve the harmonious relations and conditions of employment between the Strait Regional School Board and its teachers based on mutual respect and dignity;
- (b) recognize the mutual value of joint discussions in all matters pertaining to employment through established mechanisms appropriate to the collective bargaining regime;
- (c) promote the morale, well-being and security of teachers;
- (d) provide the highest standard of education and service possible for the students of the Strait Regional School Board and within the bounds of available resources;

- (e) create positive and safe learning environments for the students and teachers of the Strait Regional School Board; and
- (f) promote a relationship of respect, goodwill and cooperation between the Strait Regional School Board and teachers, students, parents and other members of our educational community.

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

ARTICLE 1 - DEFINITIONS

In this Agreement:

- 1.1 “Agreement” means this Collective Agreement between, the Strait Regional School Board and the Nova Scotia Teachers Union.
- 1.2 “Board” means the Strait Regional School Board.
- 1.3 “Circuit Teacher” means a teacher as defined in the Teachers’ Provincial Agreement whose teaching assignment includes working from a base educational site with duties at one or more educational sites in a given school year.
- 1.4 “Coordinator of Human Resources” or designate means the person who, holding a teacher’s certificate, assists in the administration of the collective agreement between the Union and the Board.
- 1.5 “Day” is a day on which the Strait Regional School Board is scheduled to be open for regular business.
- 1.6 “Director of Human Resources” or designate means the person who is employed by the Strait Regional School Board and who assists in the administration of the collective agreement between the Union and the School Board.
- 1.7 “Displaced Teacher” means that teacher in a school who, subject to program protection, is the least senior teacher in that school based upon system-wide seniority and who has no position remaining in that school for the following school year.
- 1.8 “New Position” means a vacant position that did not exist in the previous year.
- 1.9 “Priority Placement List” means the list of teachers who have been declared displaced in their schools and who will receive priority in placement pursuant to Article 24 - Transfer of Teachers - and Article 25 – Board-Initiated Transfer (Displacement).
- 1.10 “REWC” means the Regional Economic Welfare Committee of the NSTU in the Strait Region.
- 1.11 “RRC” means the Regional Representative Council of the Nova Scotia Teachers Union in the Strait Region.

- 1.12 “School Year” means the period commencing at 12:01 a.m. on August 1st and ending at 11:59 p.m. on July 31st.
- 1.13 “Service” means any service recognized by any District Board replaced by the Regional Board.
- 1.14 “Substitute Teacher” is a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by the Board.
- 1.15 “Superintendent” or designate means a teacher appointed by the Strait Regional School Board to be in charge of the Strait Regional School Board.
- 1.16 “Teaching Assignment” is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.
- 1.17 “Teaching Position” is at a school or schools or circuit or at the regional support level on yearly or semester basis.
- 1.18 “Teachers’ Provincial Agreement” means the professional agreement between the Minister of Education and the Nova Scotia Teachers Union.
- 1.19 “Unfilled position” is a position for which there is an incumbent teacher.
- 1.20 “Vacant position” means a position for which there is no incumbent teacher.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.1 The term of this Agreement shall be from the date of signing to July 31st, 2013 or until a new Agreement is reached in accordance with the *Teachers’ Collective Bargaining Act* for the Province of Nova Scotia.
- 2.2 Either party to this Agreement may, within the period of five (5) months next preceding the date of expiry of the term of, or preceding termination of the Agreement, by notice in writing, require the other party to the Agreement to commence collective bargaining.

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - FAIRNESS

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

ARTICLE 5 - MANAGEMENT-TEACHER COMMITTEE

- 5.1 The Board and the Union shall establish a Management-Teacher Committee made up of not more than six (6) teacher employees appointed by the Union and six (6) management representatives of the Board. A Board representative and a Union representative from the Committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 5.2 The mandate of the Management-Teacher Committee is to consider matters of concern to either party. The Committee does not have the authority to affect the normal functioning of the grievance or collective bargaining processes between the parties.
- 5.3 The Management-Teacher Committee shall meet a minimum of four (4) times in a school year with at least one (1) meeting in October or November and at least two (2) meetings during the period of January to June and at such other times as circumstances may require.
- 5.4 A meeting of the Committee can be called by either party provided there is at least two (2) weeks notice and that the date of the meeting is mutually agreeable to both parties.
- 5.5 The agenda for each Management-Teacher Committee meeting shall be made up five (5) days prior to the meeting as mutually agreed to by the joint chairpersons. Submission of agenda items shall include a brief explanation of the issues giving rise to the item and any materials/documentation required for discussion. No item(s) may be added to the agenda without the approval of the joint chairpersons.
- 5.6 The Board will provide a secretary to record and circulate the minutes of the meeting.
- 5.7 Minutes of each meeting shall be prepared and signed by the joint chairpersons after acceptance at the next meeting. The minutes of the previous meeting and the materials/documentation pursuant to Article 5.5 will be circulated to all members of the Management-Teacher Committee five (5) days prior to the meeting. If any item is added to the agenda pursuant to Article 5.5, any additional material/documentation will be circulated to all members of the Management-Teacher Committee as promptly as possible.

ARTICLE 6 - TEACHER- BOARD CONSULTATION MEETING(S)

- 6.1 The Board and Union agree to a minimum of one (1) meeting between the Board and representatives of the Union to encourage interchange of information, ideas and opinions on educational and operational matters of mutual interest and concern. The parties acknowledge that the meeting(s) shall be a cooperative venture and shall not address grievances, matters of collective bargaining or the administration of the Collective Agreement.
- 6.2 The persons attending the meeting(s) shall be comprised of:
- (a) the members of the Board,
 - (b) the Superintendent; and
 - (c) Up to six (6) representatives of the Union, as designated by the Union.
- 6.3 By mutual agreement, the Union and the Board may invite other persons to attend all or part of the meeting(s). Such agreement will not be unreasonably withheld.
- 6.4 A meeting shall be held during the months of February or March in each year so as to enable input by the Union into the business planning of the Board. Additional meetings may be mutually agreed upon by the Union and the Board.
- 6.5 The Union and the Board, through the Superintendent shall be jointly responsible for arranging meetings as provided for by this Article 6. The Chair of the RRC and Superintendent will prepare a tentative agenda which shall be distributed to all persons attending the meeting(s) not less than seven (7) days prior to the meeting.
- 6.6 It is intended that meeting(s) provided for by this Article 6 shall be informal.

ARTICLE 7 - GRIEVANCE/ARBITRATION

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

Informal Process

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

Individual Grievances

Formal Process

- 7.5 Individual grievances shall be processed in the following manner.

Step 1

- (a) Within ten (10) days after the alleged grievance has come to the attention of the grievor, and/or his/her representative shall submit the grievance in writing to the Coordinator of Human Resources and provide a copy to the Chair of the Grievance Committee.
- (b) The Coordinator of Human Resources shall meet with the grievor with or without the Chair of the Grievance Committee (or designate) in an endeavour to resolve the dispute.
- (c) The Coordinator of Human Resources shall reply in writing to the grievor, with a copy to the Chair of the Grievance Committee, within ten (10) days from the date the grievance was received.

Step 2

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

Union or Board Grievance

Formal Process

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

- and such other persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of receipt of the grievance, the Director of Human Resources or the Chair of the RRC, as the case may be, shall reply in writing to the grievance.
 - (d) If the reply given by the Director of Human Resources or the Chair of the RRC is not satisfactory to the other party, the Union or the Board, as the case may be, may, within ten (10) days of receiving the reply, refer the matter to arbitration pursuant to this Article by giving a notice in writing to the other party.
- 7.7 Where a teacher elects not to have a representative of the Union present at Step 1 of the grievance procedure, no objection may later be taken by the teacher or the Union regarding such absence.
- 7.8 The Director of Human Resources and the Chair of the Grievance Committee may, by mutual agreement, elect to seek a resolution through the Grievance Mediation process of the Department of Labour, prior to proceeding to arbitration. This process will take place following Step 2 of the grievance process and after one party has notified the other of its decision to refer the grievance to arbitration. Said process will not interfere with the time-line for the arbitration process except by mutual agreement of the parties.
- 7.9 The Arbitrator shall be appointed by mutual agreement between the Board and the Union within ten (10) days of the receipt by a party of the notice of referral pursuant to Article 7.5 or 7.6. If the parties are unable to concur in the appointment of an arbitrator, the Arbitrator shall be appointed by the Minister of Labour for the Province of Nova Scotia, upon the request of either party.
- 7.10 The Arbitrator once appointed shall meet on the grievance as expeditiously as possible and shall render a decision no later than one (1) month from the end date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties. A copy of the written decision shall be sent forthwith to both parties.
- 7.11 The Arbitrator shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend or modify any of the provisions thereof.
- 7.12 The decision of the Arbitrator shall be final and binding upon the Board, the Union and the teacher(s).
- 7.13 One-half (1/2) of the costs, expenses and fees of the Arbitrator shall be paid by the Union and one-half (1/2) by the Board.
- 7.14 There shall be no media publication of any proceedings under this Article, and all hearings shall be held "in camera".

- 7.15 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned. On the other hand, the grievor may proceed to the next step in the absence of a stipulated meeting or reply within the stipulated time limits.
- 7.16 Any of the time limits in this Article may be extended by mutual agreement of the parties and confirmed in writing.

ARTICLE 8 – BOARD POLICY, MINUTES & INFORMATION

- 8.1 The Board shall send the Union an electronic copy of the Minutes of Board meetings within two (2) weeks of approval of the Minutes and make available at the Board office a hard copy of the Minutes. On written request, the Board shall also supply a copy of the Department of Education funding profile sheet after it has been made public and a copy of the Board audited statements.
- 8.2
- (a) The Board shall forward to the Union a draft of proposed changes in educational or personnel policy prior to their final consideration.
 - (b) The Union shall respond to Board draft policy(ies) within thirty (30) days of receipt of same or within such time as the Board may direct.
 - (c) The Board shall acknowledge receipt and review, by the Policy Committee of the Board, of Union response to any draft policy by the Policy Committee of the Board.
 - (d) Seven (7) days [within the 30 days of 8.2(b)] prior to consideration, or within such time as the Board may require, the Union shall present its written views on the draft policy(ies) to the Board.
 - (e) The Board shall not introduce any policy which alters, contradicts, amends, negates or circumvents this Agreement.
- 8.3 Copies of policies, motions, resolutions and by-laws, or rules and regulations adopted by the Board which affect the members of the Union are to be forwarded to the Union.
- 8.4 Copies of all Board policies, including insurance policies which affect teachers shall be made available to the Union within one (1) month of the effective date if requested.
- 8.5 The Board shall annually provide to the Union a copy of the approved Board budget within one (1) week of receipt of request.

ARTICLE 9 - METHOD OF PAYMENT

- 9.1 Except as herein otherwise provided, the Board shall pay by direct deposit to the teacher's personal account at the financial institution of his/her choice on each alternate Thursday, to each teacher in its employ, an amount equal to the teacher's annual salary divided by twenty-six (26) less authorized deductions.
- 9.2 The first pay date in the school year shall be the second Thursday in August excepting that, 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.

- 9.3 Notwithstanding Article 9.2, new teachers to the system shall receive the August salary on the first (1st) day of school in the school year.
- 9.4 The final pay of the school year shall be equal to the difference between the applicable annual salary and the actual salary less authorized deductions.
- 9.5 The Board shall give to any teacher in its employ a formal notification of deduction in the event of a salary overpayment. Such notification shall be given a minimum of two (2) pay periods prior to deduction commencement.
- 9.6
 - (a) Any teacher shall contact the Board to give instructions for the mailing or pick-up of payment stubs if the teacher wants a change in the method previously communicated to the Regional Board. Upon full implementation of the SAP/HR/Payroll System, the pay and deductions information will only be made available electronically through the Employee Self Service (ESS) application.
 - (b) The Board will give three (3) months' notice to teachers and to the Union in advance of implementation of the ESS application; and
 - (c) On request, the Board will provide a printed form of pay advice during the months of July and August (and any period that the teacher is on leave for more than 30 days) to any teacher who resides in an area which does not have access to high speed internet.
- 9.7 Overpayment of salary made as a result of an error may be recovered by the Board by withholding the amount of such overpayment in equal deductions from the salary cheques due the teacher over a twelve (12) month period, or such lesser period as the teacher may be under contract with the Board. If the amount owing exceeds two thousand dollars (\$2,000.00), the Board agrees to extend the repayment schedule to twenty-four (24) months or such lesser period as the teacher may be under contract with the Board.
- 9.8 Notwithstanding Article 9.5 and 9.7 overpayment of salary made in error to a teacher may be recovered by the Board immediately in its entirety provided:
 - (a) the teacher is made aware of the error within two (2) weeks of the overpayment
 - (b) the teacher is given a week's notice before the next pay period when the overpayment occurred; and
 - (c) immediate repayment will not cause undue hardship to the teacher.
- 9.9 In the event that a teacher owes the Board salary after the expiration of parental leave, the payment shall be made in either of the following ways:
 - (a) a teacher arranges with the Board to pay the amount owed prior to the end of the parental leave through a readjustment of money paid to the teacher for the maternity leave benefit and/or salary; or

- (b) the Board will withhold an amount of two hundred dollars (\$200) from each pay when the teacher returns to work until the amount owed has been repaid.
- 9.10 There shall be no recovery of salary overpayment after four (4) years have elapsed between the date overpayment occurred and the date in which overpayment is discovered.
- 9.11 The last July payment shall be the adjustment payment.
- 9.12 Deductions for non-claimable days will be deducted from the next two (2) possible pay periods immediately following receipt by the Finance Department of notification of such absences.
- 9.13 The Board shall make every reasonable effort to notify teachers well in advance, when a period of greater than two (2) weeks will occur between pay periods.

ARTICLE 10 - SICK LEAVE

- 10.1
 - (a) Every teacher shall be credited with twenty (20) days Sick Leave for each school year as a form of insurance protection against absences due to illness or injury.
 - (b) While the parties to this Agreement recognize that sick leave can be used for medical, dental and optical appointments, the parties recognize the desirability of these appointments being scheduled outside the normal instructional day.
- 10.2 Every teacher may accumulate one hundred percent (100%) of his/her unused Sick Leave to a total of 195 days [one (1) full school year], in addition to the days quoted in Article 10.1(a).
- 10.3 Teachers engaged by the Board will join the plan as of the date of the contract between the Board and the teacher or the first teaching day of the teacher whichever is first in time.
- 10.4 Cumulative Sick Leave shall not begin to be used until the current year's regular Sick Leave, pursuant to Article 10.1(a) has been expended.
- 10.5 Where a teacher is employed by the Board, the Board shall credit the teacher with any accumulated Sick Leave as credited with the immediate preceding employing school board in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days.
- 10.6 It shall be the responsibility of the Board to maintain a record of days credited to each teacher and days used by each teacher.
- 10.7 Teachers may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if there is a pattern of absence due to illness. The parties agree to use the "Request for

Functional Information of Presenting illness/injury” form as contained in Appendix “A” to this Agreement and such information shall be kept confidential.

- 10.8 Sick Leave shall be considered continuous employment with the Board for the purposes of determining salary increments and pensions.
- 10.9 The Board shall inform each teacher on each pay advice the number of days credited to the teacher.
- 10.10 When any teacher employed by the Board and on sick leave under this Article, is unable to commence teaching in September because of illness or injury, the Board shall pay that teacher according to Sick Leave including accumulated days.
- 10.11 Subject to the provisions of Article 10.2, Sick Leave shall cease to accumulate after a teacher leaves the employ of the Board but any accumulation of Sick Leave to the date of departure shall be reinstated if the teacher resumes teaching for the Board.
- 10.12 Any permanent or probationary contract teacher who has used his/her accumulated sick leave and becomes ill may, at the discretion and approval of the Board, draw an advance on Sick Leave to a maximum of ten (10) days.
- 10.13 Should a teacher not return to his/her employment with the Board in the following year, as a result of termination of employment, such advance of Sick Leave payment as per Article 10.12 will be payable to the Board by the teacher, upon request by the Board.
- 10.14 Where the Board has reasonable concerns about the teacher’s ability to perform the teacher’s regular assignment upon the teacher’s return to work, the parties agree to open discussion to jointly develop the proper procedures to be followed.
- 10.15 A teacher shall be permitted to use a total of seventeen (17) weeks from accumulated Sick Leave for absence arising from or during pregnancy subject to medical certification. This Article shall be inoperative while the EI Maternity Program is in effect as contained in the Teachers’ Provincial Agreement.
- 10.16 In the event that a teacher informs his/her supervisor that the teacher requires a day for sick leave to attend a medical appointment and subsequently the school is closed on that day, and the appointment is cancelled, then it will not be credited against the teacher’s sick leave.

ARTICLE 11- BEREAVEMENT/SPECIAL LEAVE

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

- (b) A teacher shall be granted five (5) days without loss of pay and benefits immediately following each death of: parent, step-parent, son-in-law, daughter-in-law, step-child, grandchild, brother, sister, mother-in-law, father-in-law, fiancée, former guardian, foster child in residence, grandparent.
 - (c) A teacher shall be granted three (3) days without loss of pay and benefits immediately following each death of a sister-in-law, brother-in-law, aunt or uncle, niece or nephew.
 - (d) Where the burial occurs outside the Province, such leave shall also include reasonable travel time, not to exceed an additional two (2) days.
- 11.2 A teacher shall be granted five (5) days without loss in pay and benefits for each incident for each serious illness of the persons referred to in Article 11.1 (a) and (b).
- 11.3 A teacher shall be entitled to Special Leave for a maximum of five (5) days without loss of pay and benefits in any school year for urgent and imperative reasons.
- 11.4 Personal leave, to a maximum of three (3) days per school year, with pay, may be granted to teachers in the employ of the Board at the discretion of the Director of Human Resources.
- 11.5 When an active staff member passes away and the funeral service is held on a school day, teachers shall, with the approval of the Principal, be permitted to attend and the day shall be a claimable day.
- 11.6 Total allowable days granted to a teacher following a multiple death event shall be determined through consultation between the teacher and the Board.
- 11.7 For the purposes of Article 11.4, “teachers” shall include substitute teachers who have been employed for more than twenty-one (21) consecutive teaching days for the same regular teacher and who have been classified as regular teachers for salary purposes pursuant to Article 32.02 of the Teachers’ Provincial Agreement.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1 The Board shall grant a one (1) year Leave of Absence to a permanent contract teacher continuing in the employ of the Board who applies for such leave for the purpose of study, research, travel, service as an official of a teachers’ professional organization, or attendance to personal affairs.
- 12.2 On completion of a one (1) year Leave of Absence for the purpose of study, research, travel or service as an official of a teachers’ professional organization, the Board shall grant a second such leave upon request. The Board may grant a second such leave for attendance to personal affairs.
- 12.3 Applications for a Leave of Absence for a full year shall be submitted to the Director of Human Resources on or before March 1st of the school year prior to

the one in which leave is desired. The Board shall provide its reply within thirty (30) days of receipt of an application.

- 12.4 When a Leave of Absence for a full school year is granted to a teacher, the teacher cannot cancel the leave after April 15th of the year in which such application is made without the approval of the Board.
- 12.5 Applications for a Leave of Absence of less than one (1) year shall be applied as follows:
- (a) for a Leave of Absence for five (5) days or less duration shall be applied for in writing to the Director of Human Resources as soon as possible and, except in exceptional circumstances, not less than one (1) week prior to the anticipated date of the commencement of the leave; and
 - (b) for a Leave of Absence greater than five (5) days and less than one full year shall be applied for not less than thirty (30) days prior to the anticipated date of the commencement of the leave.

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

- 12.6 The Union shall be informed of all the names of successful and unsuccessful applicants for leave of absence greater than thirty (30) days.
- 12.7 All pay and benefits of a teacher shall be suspended while a teacher is on Leave of Absence and shall be reinstated when the teacher returns from the Leave of Absence.
- 12.8 On completion of Leave of Absence the teacher will be assigned to the position he/she would have held if he/she had not been on Leave of Absence.
- 12.9 Teachers on leave of absence shall make their intentions for the following school year known to the Board, in writing, on or before March 1st of the current school year. If no notice has been received by the Board as of March 1st, the Board shall contact the teacher by registered or certified mail and, if no response is received by the Board by April 15th, the teacher shall be deprived of his/her benefit pursuant to Article 12.8. The requirements of this Article 12.9 shall be included in the letter approving the leave of absence.

ARTICLE 13 – LOCAL UNION TIME

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

office provided that the Union pays to the Board the actual cost (including related benefit costs) of the replacement teacher(s).

- 13.3 Days as provided in Articles 13.1 and 13.2 are in addition to paid days claimed under Article 31 – Other Absences of the Teachers’ Provincial Agreement or when the Board, or an agent of the Board, requests a meeting with a teacher(s).
- 13.4 The Union shall supply to the Board the names of its designates as soon as possible, but no later than October 1st of each year and the Union and the Board shall then develop appropriate arrangements to minimize disruption to students.
- 13.5 Designated teachers using days shall make every reasonable effort to inform their immediate supervisor in advance of the leave.

ARTICLE 14 - UNION REPRESENTATION

- 14.1 Every teacher shall have the right to have a Union representative designated by the teacher present at any discussion with supervisory personnel which the teacher believes might be the basis of disciplinary action.
- 14.2 Where a supervisor intends to interview a teacher for disciplinary purposes, the supervisor shall make every effort to notify the teacher in advance of the purpose of the interview in order that the teacher may contact his/her Union representative, providing that this does not result in an undue delay of the action being taken.
- 14.3 Articles 14.1 and 14.2 shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 15 - NEW TEACHERS

- 15.1 The Board agrees to acquaint new teachers with the fact that this Agreement is in effect and with the deductions provided for in Article 52 of the Teachers’ Provincial Agreement.
- 15.2 The Board shall provide new teachers with a copy of the Agreement as provided by the Union.

ARTICLE 16 - RETIREMENT SEMINAR

- 16.1 Teachers shall, upon request, be given a maximum of two (2) days to attend a Retirement Seminar sponsored by the Nova Scotia Teachers Union.
- 16.2 Teachers shall be permitted to attend only one such seminar. Scheduling and preference in attendance shall be given first to those teachers closest to retirement.
- 16.3 The Union agrees to advise the organizers of these retirement seminars to engage in consultation with the Board in planning events within the Strait Region.

ARTICLE 17 - SUMMER SCHOOL EMPLOYMENT

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

ARTICLE 18 - LEGAL ASSISTANCE AND PROTECTION

- 18.1 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Regional Board shall undertake to defend him/her, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, the Board shall be relieved of all obligations under this Article.
- 18.2 The provision of this Article shall apply to all teachers (regular, term, and substitute) while in the employ of the Board.

ARTICLE 19 - COMPENSATION FOR LOSS OF PROPERTY

- 19.1 If a teacher wishes to receive compensation for personal property which was lost or damaged while being used for instructional purposes (including extra-curricular activities), the teachers shall have the written authorization of school-based administration prior to the use of such property.
- 19.2 A teacher shall be financially compensated for theft of, or damage to, said personal property (as set out in Article 19.1) which occurred during the performance, or supervision of duties/activities within the school including extra-curricular activities sponsored by the Board and/or the school in which the teacher is employed provided the teacher has taken appropriate steps to protect the property from loss or damage.
- 19.3 The Board shall reimburse teachers for reasonable expense for damage to medically prescribed eye glasses, insulin pumps or hearing aids which occurred in the course of a teacher's duties provided the teacher has taken appropriate steps to protect the property from loss or damage and provided the teacher must first access the NSTU Total Care Policy.
- 19.4 Teachers shall receive compensation for personal property lost or damaged as set out in Articles 19.1, 19.2 and 19.3 above. In order to receive compensation, the

teacher must file documentation satisfactory to the Board and/or the Board's insurers. Compensation will be based on replacement value.

ARTICLE 20 - TEACHER ASSIGNMENTS

- 20.1 A teaching position is a designation to a school, or schools, or circuit, or to the regional support level by the School Board.
- 20.2 The Strait Regional School Board, through the Superintendent, determines the teaching position(s).
- 20.3 (a) New teachers shall be given a teaching position upon signing the original contract with the Board.
- (b) Any teacher who is to be declared displaced from a teaching position, shall be notified not later than May 7th but prior to the posting for the first round of voluntary transfers. A list of names of teachers who are not being retained on school staff will be provided to the Union.
- (c) Teachers already in the employ of the Board who are not declared displaced shall be deemed not to have any change to their existing teaching positions.
- 20.4 (a) School(s) teaching assignment(s) is the specific teaching responsibility consisting of factors such as classes, course loads and grade levels for a school year or semester.
- (b) The Principal(s), in consultation with his/her staff determines school(s) teaching assignment(s).
- (c) Consultation between the Principal and teachers concerning teaching assignments should begin as early as possible, but not later than April 15th.
- (d) School(s) teaching assignment(s) including tentative major subject areas and tentative grade level for the ensuing school year will be provided to teachers by April 30 of each year. Teachers shall be required to sign Notice of Assignment within two (2) days after receipt of said Notice. For teachers scheduled to be on leave for the ensuing year, assignments shall also be given on the basis of what they would have been except for the leave. For greater certainty, teachers on leave are subject to the same conditions as those teachers not on leave.
- (e) The parties to this Agreement agree that from time to time substantive changes in assignments will be required. In such cases the affected teachers, upon request, will have an opportunity to have the new assignment reviewed by the Principal. If after such review, the matter remains unresolved, a written response by the Principal will be provided to the teacher and the Union outlining the reasons for the change in assignment.
- (f) Any teacher on leave must contact their Principal to commence consultation prior to April 15th.
- 20.5 Where it becomes necessary to redistribute teacher workload, it shall be done so as to have the least detrimental effect on teachers affected.

ARTICLE 21 - ASSIGNMENTS (SEMESTERING)

- 21.1 Where in exceptional circumstances the Board designates a teacher (holding a full-time permanent or probationary contract) to one position in a school for the first semester of a school year and a second position in another school for the second semester, the following shall apply:
- (a) unless there is mutual consent of the teacher and the Board, such semester designation shall only be made in accordance with Article 25 – Board-Initiated Transfer;
 - (b) such a dual position shall be on a year-to-year basis;
 - (c) for purposes of future teaching positions, the teacher shall have been considered to have been only in the first position (base school) during the school year; and
 - (d) any teacher given a semester assignment pursuant to this Article shall be compensated for additional travel from the teacher's school to the new school; and

ARTICLE 22 - TEACHING STAFF ALLOCATION PLAN

- 22.1 By May 1st, but no later than May 7th, in each school year, the Board shall have a teaching staff allocation plan formulated for the following year, said plan to indicate the manner in which the Board intends to staff its schools and the allocation of supervisory personnel, specialists and teachers to the region and its schools.
- 22.2 Prior to the commencement of the transfer process outlined in Article 24, the Director of Human Resources shall provide a copy of the Teaching Staff Allocation Plan to, and shall meet with, the Chair of the RRC to review said Teaching Staff Allocation Plan.
- 22.3 By no later than May 7th, the Board shall cause to be prepared, a list of surplus permanent and probationary teachers scheduled for lay-off in the region, and/or potential surplus within schools.

ARTICLE 23 - SENIORITY AND STAFF REDUCTION

Seniority

- 23.1 Seniority shall denote the period during which the teacher has been continuously employed by the Board or its predecessors.
- 23.2 Seniority shall continue to accumulate:
- (a) during a teacher's absence as described in Regulations under the *Education Act* or the Teachers' Provincial Agreement;
 - (b) during a leave of absence without pay provided the leave is not more than one (1) year;
 - (c) in all other cases for which a professional agreement between the Union and the Board expressly provides;

- (d) during the period provided for a maternity leave, parental leave; and
- (e) during an educational leave with pay.

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

- (a) resignation of the teacher;
- (b) the dismissal which remains uncontested or is confirmed by the Board of Appeal;
- (c) in the case of a probationary teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction; and
- (d) the passing of more than five (5) years since the non-reassignment of a teacher.

23.4 Seniority lists shall be established as follows:

- (a) A seniority list showing the names and seniority status of all permanent contract teachers employed by the Board shall be prepared by the Board and the Union. After consultation with and approval by the Executive of the Union, a copy of the seniority list as finally approved shall be initialled by the President of the Locals and the Director of Finance & Human Resources. The approved list shall be forwarded to the RRC. Such list shall be conclusive evidence of the seniority of permanent contract teachers employed by the Board, and the said list shall be revised every year.
- (b) A list showing the names and years of service of all probationary teachers employed by the Board shall be prepared by the Board. This list shall be revised every year. Following approval by each local Union executive, the seniority list shall be forwarded to the Strait RRC. Nothing in this clause shall affect the probationary status of a teacher being that a probationary teacher is retained at the pleasure of the Board and may be dismissed without cause.
- (c) Teachers shall be placed on the respective seniority list in accordance with the provisions of Article 23.6.

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

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

- (a) First on the list shall be those currently in the employ of the Board with the greatest number of consecutive years of teaching service with the Board.
- (b) Second, where consecutive years of service are the same, the total years of service with the Board shall be considered.

- (c) Third, where seniority with the Board is identical after considerations (a) and (b) above, service in the teaching profession will be taken into consideration.
 - (d) Fourth, the School Board shall decide which teachers are to be affected by a staff reduction policy if those teachers have the same level of seniority on the list. Where seniority is identical, the order of retention or reduction may vary from the order of the names on the list pursuant to Article 23.10 (a) as determined by the Board.
- 23.7 Seniority shall apply only to teachers who hold permanent contracts with the Board, although probationary staff will be listed.
- 23.8 When it is necessary to invoke staff reductions, reasonable efforts shall be made by the Board to encourage natural attrition.

Retention of Teachers

- 23.9 In the event that staff reduction is necessary, teachers shall be retained by the Board as follows:
- (a) first, permanent contract teachers in accordance with the seniority list established pursuant to Article 23.4(a); and
 - (b) second, probationary teachers, in accordance with and subject to Article 23.4(b).

Program Protection

- 23.10 (a) If the Board is of the opinion that the teacher, who is to be terminated in accordance with the seniority provision, is necessary to retain a full complement of teachers in a school to provide the necessary programs and services the Board may designate that teacher as being essential to the program.
- (b) In the event that the Union does not agree with the Board's decision, then procedures as established in Article 24.12 (c) shall apply.
- (c) If the matter is not resolved, the Board shall proceed in accordance with provisions of the *Education Act* for termination of teacher.
- (d) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be terminated unless there is a teacher in the system holding a permanent contract with greater seniority who is prepared to take further training for the position for which the teacher was deemed necessary for a full complement of teachers within a program. Then, the Board shall, upon the request of the teacher, grant a Leave of Absence without pay to enable the teacher to complete the appropriate training as determined by the Board after consultation with the teacher. The Board shall act in a reasonable manner when determining the appropriate training.
- (e) If a teacher accepts further training, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is

undergoing further training returns to the system provided the retrained teacher is then immediately able to fill the requirements of the position.

Staff Reduction

- 23.11 (a) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- (b) Teachers directly affected by staff reduction policy shall be informed by the Board or its officers as soon as a firm decision is made.
- (c) The Board shall provide a suitable letter for any teacher leaving because of staff reduction.
- (d) The Board shall maintain a list of all teachers formerly employed in the system who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the Board of all changes in address and failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate.
- (e) Positioning of a teacher on the list pursuant to (d) shall be based on the seniority of the teacher at the time of staff reduction.
- (f) Teachers on the Re-employment List, according to their position on the list, shall be given first opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the Board, provided they are qualified, in the opinion of the Board, to fill the position.
- (g) A teacher's name is removed from the list:
- i. when the teacher accepts full-time employment as a teacher; and
 - ii. when a teacher has been laid off for a period of three (3) years and is not re-employed by the Board.
- 23.12 Teachers unemployed because of staff reduction shall, if they request, be placed on the list of active substitutes and are to be given preference when substitutes are required, provided they are qualified to fill the position.

ARTICLE 24 - TRANSFER OF TEACHERS

- 24.1 (a) The parties acknowledge that priority placements of displaced teachers are the paramount consideration in this Article.
- (b) At the earliest possible date the Board, in consultation with the Union, shall seek alternatives for the teachers on the priority placement list.
- 24.2 The Board shall make all reasonable best efforts to fill vacant and unfilled administrative positions on or before May 7th of each year.
- 24.3 Only permanent contract teachers and teachers on the priority placement list are eligible for transfer pursuant to the provisions of subsection 24.4 – 24.7 of this Article
- 24.4 In order to encourage and promote voluntary teacher transfer, the Board shall:

- (a) by May 1st but in no event later than May 7th, compile a list of all vacant and unfilled (one year) positions available for the following school year. In the event that the Board is unable to complete its staffing requirements by May 1st, but in no event later than May 7th, then an alternate schedule of posting may be mutually agreed upon by the parties; and
 - (b) continue to publish a list of positions to include any new positions created by the transfer of teachers or as a result of any administrative appointment or any other position that becomes available. The Board shall carry out two rounds of voluntary transfers. The positions shall be posted for four (4) calendar days.
- 24.5 Voluntary transfers shall not commence until all teachers have been given their teaching assignments.
- 24.6
 - (a) Teachers shall apply in writing to request a transfer to a specific position(s) and shall be offered a position on the basis of seniority provided they are competent and qualified by training and/or experience for the position subject to compelling personal circumstances.
 - (b) Unsuccessful applicants for voluntary transfer may request an explanation of the successful applicant choice.
 - (c) Notwithstanding Article 24.6 (a), but following the close of the competition for each of the two (2) voluntary rounds of transfer, in the event that an obvious solution to a problem placement of a teacher on the priority placement list exists, the Board, may invoke the provisions of Article 25 – Board-Initiated Transfer - to accomplish same.
- 24.7
 - (a) If the position awarded pursuant to Article 24.6 ceases to exist or the teaching assignment is significantly changed, the teacher has the right to return to his/her original position.
 - (b) Where the posted qualifications for a position are altered because the position requirements have significantly changed, the position shall be reposted.
- 24.8 The name and the successful applicants for each position for all rounds of transfers shall be provided by e-mail to the Union within two (2) days of filling the position. Within the same time period the Board shall also advise each applicant of the name of the successful applicant for the positions applied for by the applicant.
- 24.9 The Director of Human Resources shall meet with representatives of the Union to discuss all voluntary transfers and shall provide all necessary information to monitor the process.
- 24.10 A permanent contract teacher who is the successful applicant in one round of positions shall have the opportunity to apply for positions which become available on subsequent lists.

- 24.11 Where staff reduction necessitates displacement from a school, teachers shall be transferred out of the school according to their positions in the system seniority list.
- 24.12 Notwithstanding Article 24.11, the Board may determine that a program(s), taught by the least senior teacher(s) is/are essential to that school's overall program:

Procedures:

- (a) The school Principal in consultation with the Director of Human Resources shall endeavour to fill the declared essential program(s) within the existing staff of the affected school.
 - (b) If in the judgement of the Board the quality of the declared essential program(s) cannot be maintained through a rearrangement of staff in the school, then the next junior teacher in the school shall be placed on the priority placement list.
 - (c) In the event that the Union does not agree with the Board's decision, then a committee, as referred to in Article 23.10 (b), consisting of three (3) members of the Union and a committee of three (3) members of the Board shall meet within ten (10) days to discuss the Board's decision and resolve the matter.
 - (d) If the matter is not resolved, the matter shall be referred to arbitration. The arbitration shall be conducted by a sole arbitrator chosen by mutual agreement and failing mutual agreement, by a person appointed by the Minister of Labour.
 - (e) Both the Board and the Union shall be provided the opportunity to make written and oral submissions to the Arbitrator.
 - (f) The decision of the Arbitrator shall be binding on both parties.
- 24.13 To accommodate teachers who are on the priority placement list and who are unsuccessful in obtaining a position prior to the end of the above voluntary transfer process, the Board shall:
- (a) compile a list of remaining positions, following a minimum of two (2) voluntary transfer lists;
 - (b) include positions not filled through the voluntary transfer process.
- 24.14 Following the completion of the voluntary transfer process and the listing of positions pursuant to Article 24.13, all teachers remaining on the priority placement list shall be given three (3) days to indicate their preferences to the Board. Teachers on the priority placement list shall be given the opportunity to fill teaching positions of their choice for which they are qualified by training and/or experience and which remain available within the system. Order of choice shall be granted on the basis of the teacher's system seniority.
- 24.15 The Director of Human Resources shall meet with a representative(s) of the Union to discuss all transfers off the priority placement list and the opportunity shall be given to both parties to make suggestions for solutions.

- 24.16 Positions which remain unfilled following the placement of transfers from the priority placement list are available to the Board for placement/hiring.
- 24.17 Notwithstanding any of the foregoing provisions of this Article, if, after the end of the foregoing procedures of Article 24, there remain any teachers on the re-employment list, the Director of Human Resources may, following consultation with the Chair of the RRC, place the teacher(s) on the re-employment list into any vacant or unfilled position which was available during any of the transfer process and for which the teacher has the qualifications, abilities, and experience and the permanent contract teacher(s) displaced shall be placed back into his or her original position(s), or a position mutually agreed upon by the teacher and the Director of Human Resources following consultation with the Chair of the RRC.
- 24.18 The Board shall provide to the Union a list of term teachers prior to the commencement of the filling of the positions pursuant to Article 24.19.
- 24.19 Following the two (2) rounds of voluntary transfer of teachers, all remaining positions and any new and unfilled positions shall be filled by the Board in the following manner:
- (a) first, permanent contract teachers for any vacant or unfilled (full-year) position arising before July 7th in any year);
 - (b) second, teachers on the re-employment list that have not been placed pursuant to Article 24.17; and
 - (c) third, term contract teachers pursuant to Articles 33.01(i) and 33.08 of the Teachers' Provincial Agreement who have at least two (2) years full-time consecutive years of service with the Board in the immediately preceding school years in order of seniority on the basis of consecutive service with the Board, provided the teacher is, in the judgement of the Board, qualified to fill the position. Such positions shall be offered in the following order:
 - a. regular teaching positions;
 - b. term positions pursuant to Article 33.01(i) of the *TPA*;
 - c. any other term position.
 - (d) fourth, term contract teachers:
 - i. who have service in consecutive school years with the Board; and
 - ii. whose total term contract service has been for a minimum of (60) days in each of those consecutive school years; and
 - iii. whose aggregate of term service is at least three hundred and ninety (390) days taught and claimed in order of the most days taught and claimed, provided the teacher is, in the judgement of the Board, qualified to fill the position so offered. Said positions shall be offered in the following order:
 - a) regular teaching positions;
 - b) term positions pursuant to Article 33.01(i) of the Teachers' Provincial Agreement;
 - c) any other term position.
 - (e) fifth, new teachers.

- 24.20 Term teachers identified in Article 24.19 (c) and (d) shall require a positive written recommendation from the appropriate supervisor along with a satisfactory evaluation for the year in order to be placed on the term recall list. The recommendation and evaluation shall be provided to the teacher on or before seven (7) days prior to the commencement of the filling of the positions pursuant to Article 24.19. A term teacher who does not receive a recommendation or an evaluation shall automatically be placed on the Term Recall list for the ensuing school year. A term teacher who is not recommended for placement on the Term Recall list and who receives an unsatisfactory evaluation may appeal the decision to the Director of Human Resources and has the right to have a Union Representative present at this meeting.
- 24.21 Notwithstanding Article 24.2, in the event that school construction results in the closure of a school or part of a school the provisions of Article 29 (School Facility/Building Closures) will apply.
- 24.22 In the event that in a particular school year a teacher is required to leave a school pursuant to Article 24.11 and by September 20th of the immediately ensuing school year, a comparable position is reinstated or becomes available in that school, the teacher, if competent and qualified by training and/or experience, shall have the option of returning to that school in the same or mutually agreed upon position.
- 24.23 (a) Teachers who are assigned to more than one school on a regular basis will be designated as “circuit teachers”.
(b) Said teachers shall be assigned to a base school.
(c) If the circuit teacher is assigned to a different base school, such change shall be made pursuant to the transfer process outlined in this Article.
- 24.24 Any vacant position that becomes available after July 7th may be filled as a one (1) year position for the ensuing school year and, if so, shall be posted on the first round of postings the next year.
- 24.25 Notwithstanding any other provision of this Article, where there is a compelling demonstrated need to hire for a specialized assignment or for purposes of affirmative action the Board may, following consultation with the Union, remove the position from the provisions of this Article and proceed to recruit externally.
- 24.26 The parties recognize that between the initial staffing and September 30th, circumstances may develop which impact upon staff and may necessitate a transfer. Such transfers should be achieved by a voluntary process where possible. Any teacher who voluntarily transfers shall be returned to the teacher’s original school at the end of the school year. If there are no voluntary transfers, then the provisions of Article 25 – Board Initiated Transfer – shall apply.

ARTICLE 25 - BOARD-INITIATED TRANSFER

- 25.1 A teacher, including supervisory personnel, may be transferred from one position to another position only after mutual discussion between the teacher and the

Board. The teacher or supervisory personnel scheduled for transfer shall have the right to have union representation present during discussions surrounding the transfer.

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

- (a) shall not act unjustly, unreasonably, arbitrarily, discriminatorily, or in bad faith;
- (b) shall, without limiting the generality of sub-paragraph (a), take into consideration the following matters:
 - i. the necessity of protection of program;
 - ii. the teacher's wishes;
 - ii. the teacher's age;
 - iv. the teacher's qualifications and teaching experience;
 - v. the programs involved;
 - vi. the teacher's proximity to retirement;
 - vii. the residence of the teacher;
 - viii. whether the teacher has a license to drive a motor vehicle;
 - ix. any physical disabilities or health problems of the teacher;
 - x. the availability of car pools or other means of transportation;
 - xi. the availability of other equally qualified teachers for the position to be filled;
 - xi. the community activities of the teacher involved; and
 - xiii. the initial assignment held by the teacher with the Board;
- (c) shall, if requested, give the teacher written reasons for the transfer within ten (10) days and forward a copy to the Chair of the REWC.

25.3 In the event that a teacher grieves a transfer effected pursuant to Article 25.2, the Board shall bear the burden of establishing that the transfer was in compliance with Article 25.2.

25.4 In the event that a teacher grieves a transfer effected pursuant to Article 25.2:

- (a) all of the time limits in Article 7 - Grievance/Arbitration shall be reduced by fifty (50) percent;
- (b) the Arbitrator shall have the authority to make an interim award delaying transfer until the grievance is resolved; and
- (c) for the purposes of Article 7 - Grievance/Arbitration, "effective knowledge" remains as ten (10) days from the date of the receipt of the reasons given pursuant to Article 25.2.

25.5 No teacher shall be transferred after October 1st unless by mutual agreement of the teacher and the Board.

Board-Initiated Transfer

- 25.6 (a) Notwithstanding Article 24 - Transfer of Teachers and Article 25.2 – Board-Initiated Transfers - in the event that displacement occurs in a school, a teacher(s) may be transferred to another school. The provisions of Article 29 - School Facility/Building Closures - shall apply before the provisions of this Article.
- (b) In effecting transfers pursuant to sub-clause (a), the Board shall consider qualifications and place of residence.
- 25.7 Any teacher transferred pursuant to Article 25.6 shall be compensated for the difference of his/her travel to and from his/her place of residence to the previous school for a period of one (1) year provided the distance to the new school exceeds the distance to the teacher's previous school by at least forty (40) kilometres.
- 25.8 Such compensation shall be at the rate established by the Teachers' Provincial Agreement and shall be paid no later than the fifteenth (15th) day of the following month.
- 25.9 In instances of Board initiated transfers, necessitated by school-based displacement, the teacher transferred shall be offered the first available position for which he/she is qualified which becomes vacant at his/her original school. The Board shall notify said teacher of the vacancy in his/her original school as soon as the vacancy is determined.
- 25.10 In any transfer made pursuant to this Article 25, the Board shall be as open and transparent as reasonably possible and shall involve reasonable consultation with the Union.

ARTICLE 26 - ADMINISTRATIVE APPOINTMENTS

- 26.1 (i) The Board shall post all vacant and unfilled administrative and supervisory positions on the Board's website for at least seven (7) days prior to the closing date of applications. The posting is to be a separate posting and clearly titled administrative postings.
- (ii) All teachers are eligible to apply for positions pursuant to 26.1 (i).
- (iii) The Board shall post the name of the successful applicant on the Board's website within twenty (20) days of the approval.
- 26.2 Promotion of teachers to supervisory positions shall be based upon abilities and qualifications and, where abilities and qualifications are shown to be relatively equal, seniority shall be the determining factor.

ARTICLE 27 - EXCHANGE IN REGION

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

- 27.2 The Board shall undertake to publish by February 1st of each school year a list of teachers desiring exchanges. Copies of this list shall be posted in each school and applications from interested teachers must be submitted no later than February 15th.
- 27.3 To encourage In-Region Teacher Exchanges, the Board shall guarantee teachers entering into an exchange, reinstatement to the position held immediately prior to the exchange or, if that position no longer exists, the teacher shall be governed by the provisions of this Agreement.
- 27.4 All In-Region Teacher Exchanges shall be subject to the approval of the Board and the applicants shall be notified before March 30th.
- 27.5 With the consent of all parties to an exchange agreement, the agreement may be renewed for another year.
- 27.6 If an agreement is renewed for a third consecutive year, the exchange shall become permanent.
- 27.7 (a) Should a staff reduction occur affecting either of the exchange teachers during the staffing process, then the teacher exchange shall be rescinded by the Board.
(b) Should staff reductions occur after the teacher exchange has been made permanent, the teacher approved for that school will follow the provisions in this Agreement.
- 27.8 When the Board approves an exchange under this Article, the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.
- 27.9 It is understood that all applicants must be immediately qualified to undertake the position proposed in the exchange.

ARTICLE 28 - SHARED TEACHING

- 28.1 The parties agree to implement job sharing provisions for teachers as outlined in Appendix "B".
- 28.2 Any permanent contract teacher shall be free to enter a shared teaching arrangement with any other permanent contract teacher or any other teacher approved by the Board.

ARTICLE 29 - SCHOOL FACILITY/BUILDING CLOSURES (All or Part)

- 29.1 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.

- 29.2 When an entire school is to be closed, staff shall be transferred with their students to the different facility(ies).
- 29.3 When only a partial closure occurs, teachers transferred shall be those teachers whose current teaching assignment has been spending the greater percentage of their time with the student transferees.
- 29.4 Upon placement in their new facility, staff shall acquire seniority placement based upon their respective position on the system wide seniority list.
- 29.5 Individual designations pursuant to Articles 29.2 and 29.3, which result in unusual personal difficulties shall, upon the request of the teacher, be reviewed by the Management - Teacher Committee which will make every reasonable effort to resolve such difficulties.
- 29.6 There shall be a joint consultation committee established for each school closure or partial school closure. The Committee shall consist of four (4) members, two (2) appointed by the Board and two (2) appointed by the Union. The mandate of the Committee is to facilitate a smooth transition of teachers to their new position.

ARTICLE 30 - TEACHER WORKLOAD

- 30.1 Every teacher shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. to 1:00 p.m.
- 30.2 Teachers required to travel for the purposes of their assigned duties shall have a lunch break of at least thirty (30) minutes per day between the hours of 11:00 a.m. and 1:00 p.m. separate and apart from the required travel time and preparation time as cited in the Teachers' Provincial Agreement - Article 59 Appendix H.
- 30.3 The essential health and welfare needs of teachers shall be accommodated within their workload.
- 30.4 The Board and the Union agree that issues of workload may properly be referred to the Management-Teacher Committee for consideration and recommendation.

ARTICLE 31 - PARENT-TEACHER MEETING

- 31.1 It shall be the prerogative of the Principal of each school, in consultation with staff, to determine the date and time of all parent-teacher meetings, which can include up to three (3) one-half (½) days each coupled with an evening.

ARTICLE 32 - ADDITIONAL INSTRUCTIONAL SERVICES

- 32.1 (a) On request, teachers shall be required to provide students who are absent:
- i. course outlines(s)
 - ii. materials that are prepared for instruction; and
 - iii. such other materials as the teacher has ordinarily prepared for the student's class.

Reasonable notice shall be given for any such request.

- (b) Teachers shall not be expected to prepare additional materials or to release test materials prior to their release to the class.
 - (c) Teachers who regularly and consistently provide instructional materials through the Board website known as “Strait Up” (or equivalent technology) shall not be required to provide any other instructional materials for students who are absent.
- 32.2 Teachers who enrol 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 have been removed from the public school system of Nova Scotia, and who are being educated at home)..

ARTICLE 33 - INCLUSION

- 33.1 If a teacher has a concern that the Special Education Policy of the Board (Special Education III-C-1, 2, 3, 4, & 5) with respect to the development of the Individualized Program Plan for a student has not been followed by the Program Planning Team, the teacher, accompanied by a representative of the Union, if the teacher so requests, shall meet with a Coordinator of Student Services who may require a meeting of the Program Planning Team to ensure that the policy of the Board is followed.
- 33.2 In an inclusive classroom where it is necessary to make accommodations for individual students, the necessary planning and consultation shall begin as early as possible.
- 33.3 The planning and consultation referred to in Article 33.2 shall follow the following procedure:
- (a) A Program Planning Team, consisting of, at least, the teacher(s) involved, parents (or guardians), the student (where appropriate), administration of the school and appropriate supervisory personnel shall assume responsibility for the maintenance of resources, coordination of services, and provision of support structures designed to ensure the effective provision of education for all students;
 - (b) The Program Planning Team shall be chaired by an educational professional;
 - (c) The Program Planning Team may, among other things make recommendations on the provision of:
 - i. a student program assistant;
 - ii. an individual program plan;
 - iii. necessary teaching materials, resources and equipment;

- iv. in-servicing;
 - v. other reasonable and necessary support requested by the teacher;
and
 - vi. manipulation of variables such as classroom organization,
evaluation techniques and the need for provision of time for
planning and implementation.
- 33.4 The parties recognize that quality time is required to carry out program planning, however, individual IPP meetings held outside instructional time should not normally exceed one hour per day.
- 33.5 The Board shall, where reasonably possible, have the support provided to the teacher pursuant to Article 33.3 in place at the time the student with special needs is placed in the classroom.

ARTICLE 34 - EDUCATIONAL CHANGE

- 34.1 For the purposes of this Agreement the term “Educational Change” shall refer to significant:
- (a) curriculum changes;
 - (b) new instructional strategies;
 - (c) introduction of equipment, related material or processes.
- 34.2 The parties recognize the authority and responsibility of the Board to implement curriculum change and that significant change requires time and support.
- 34.3 When Educational Change is to be introduced by the Board, the Board shall notify the Union in writing at least ninety (90) calendar days before the introduction of the Educational Change.
- 34.4 When an Educational Change is announced by either the Department of Education or the Board, the change shall be referred to the Management-Teacher Committee to develop an action plan.
- 34.5 The Committee shall make recommendations leading to implementation of the Educational Change through a process of consensus building and within the financial constraints of the Board.
- 34.6 The Committee shall consider and, if they so desire, make recommendations which may include but not be limited to:
- (a) strategies of and rationale for the implementations;
 - (b) time lines for implementation;
 - (c) in-service support;
 - (d) in-service strategies;
 - (e) recommendations for study leaves;
 - (f) the identification of and supply of resource materials such as articles, text and other related educational books and readings;

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

ARTICLE 35 - SCHOOL CLIMATE

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

ARTICLE 36 - TEACHER IN CHARGE

- 36.1 At the beginning of each school year a teacher may apply to the Principal of the school to be designated as a Teacher In Charge.
- 36.2 The Director Human Resources shall inform all successful candidates who have been designated as a Teacher In Charge.
- 36.3 In the event that the principal and vice-principal assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article.
- 36.4 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the regional administrative staff.
- 36.5 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- 36.6 Where absences of administrative personnel continue for more than five (5) consecutive school days, the position of Teacher in Charge will be mutually

- agreed upon by the current Teacher In Charge and the Director of Human Resources and the appointed Teacher In Charge will assume assigned administrative duties, excluding only formal evaluation of instruction and personnel.
- 36.7 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 in emergencies.
- 36.8 Where the appointment of a Teacher in Charge is less than one (1) day, a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.
- 36.9 Assumption of the duties of Teacher in Charge should not place an additional burden on any other staff member.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

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

ARTICLE 38 - COLLECTION OF MONEY

- 38.1 Teachers shall not be liable for the loss of monies collected for any school purposes, provided the teacher can show that he/she acted in a responsible manner and without wilful misconduct in the handling of such monies.

ARTICLE 39 - CORRESPONDENCE

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

Director of Human Resources
Strait Regional School Board
16 Cemetery Rd.
Port Hastings, NS B9A 1K6

and addressed in care of the Union to:

Chairperson
Strait Regional Representative Council
Nova Scotia Teachers Union Local

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

ARTICLE 40 - PRINTING OF AGREEMENT

- 40.1 The Union shall have printed, in booklet form, sufficient copies of this Agreement, so that each teacher in the employ of the Board shall have a copy of the Agreement.
- 40.2 The cost of printing shall be equally shared between the Union and the Board.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Port Hastings, Inverness County, Nova Scotia this 14th day of April 2011.

**NOVA SCOTIA
TEACHERS UNION**

Alexis Allen
President, NSTU

Joan Ling
Witness

Amanda Marchand
President, Antigonish Local

Dianne Raoul
President, Guysborough Local

Sheila Hawley
President, Inverness Local

Bernard LeBlanc
President, Richmond Local

Bill Murphy
Chair, Strait RRC

**STRAIT REGIONAL
SCHOOL BOARD**

Mary Jess MacDonald
Chairperson, Strait Regional
School Board

Jack Beaton
Witness

APPENDIX A MEDICAL FORM

1.1 The parties agree that the attached “Request for Functional Information of presenting illness/injury” may be used by the Board.

Request for Functional Information of presenting illness/injury
Human Resources Department
Strait Regional School Board
16 Cemetery Road, Port Hastings, Nova Scotia, B9A 1K6
Phone: 625-2191



The Strait Regional School Board has developed a return to work process to assist employees in their rehabilitation and return to full health and employment. Part of the process is to get information about your current abilities from your physician as it relates to your illness/injury. To do this we ask that you have your physician complete this form.

Section 1 (To be completed by EMPLOYEE)

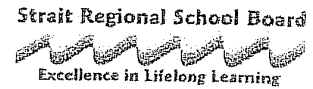
Employee's Name:	Employee Number:
Address:	Telephone (Home):
School/Site:	Telephone (Work):
Immediate Supervisor:	Telephone (Work):
EMPLOYEE: I authorize my Healthcare provider to disclose information related to my current illness or injury to my Employer for the purpose of developing a safe return to work plan. The employer will keep this information confidential. It is understood that this information be only of the same nature and extent as disclosed in Section 2 of this Form and the attached Physical Capability Assessment Form, and does not authorize the release of information which is different in nature or greater in extent. I understand that I will receive a copy of any medical information received by the Board from my physician and will be made aware of any further requests for medical information from the Board.	
Employee's Signature:	Date:

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

Does Employee have any significant impairment that currently impairs the employee from returning to unrestricted duties? <input type="checkbox"/> NO Employee can return to unrestricted work activities. <input type="checkbox"/> YES If yes, please answer the following questions.	
If the employee currently has a physical impairment, please complete the Physical Capability Assessment (on reverse side). If the impairment is non physical, please describe the current limitations the employer should bear in mind in the search for suitable transitional duties. PLEASE DO NOT INCLUDE A DIAGNOSIS.	
Is the impairment: _____ Temporary or _____ Permanent	Duration of impairment: _____ 2-4 weeks _____ 4-6 weeks _____ 6-8 weeks _____ >3 mos
Expected date when employee could do restricted duties within the listed abilities/limitations? _____	Expected date of return to regular duties of work? _____
When is employee scheduled for a reassessment? _____	
(If applicable) Are there any accommodations that the Employer could take to assist the employee in returning to their duties? _____ _____	
Health Care Provider: The information provided in this document is true and based on my examination of the patient.	
Signature:	Date:
Name (Print):	
Mailing Address:	
Telephone Number:	Fax Number:

FOR TEACHERS ONLY: Any fee applicable to completing this form should be billed directly to the Strait Regional School Board.

Physical Capability Assessment of presenting illness/injury
Human Resources Department
Strait Regional School Board
16 Cemetery Road, Port Hastings, Nova Scotia, B9A 1K6
Phone: 625-2191



Employee Name: _____

LIFTING	No Restriction	Occasional	Restricted
Sedentary			
Light			
Medium			
Heavy			

CARRYING	No Restriction	Occasional	Restricted
Sedentary			
Light			
Medium			
Heavy			

BENDING	No Restriction	Occasional	Restricted
To a desk			
To the floor			

CLIMBING	No Restriction	Occasional	Restricted
Stairs			
Ladders			

SITTING	No Restriction	Occasional	Restricted
1 hr – 2 hr			
2 hr – 4 hr			
6 hr – 8 hr			

SHOULDER MOVEMENT	No Restriction	Occasional	Restricted
1 hr – 2 hr			
2 hr – 4 hr			
6 hr – 8 hr			

VOICE	<input type="checkbox"/> No Difficulty	<input type="checkbox"/> Occasional Difficulty	<input type="checkbox"/> Constant Difficulty
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STANDING	No Restriction	Occasional	Restricted
1 hr – 2 hr			
2 hr – 4 hr			
4 hr – 6 hr			
6 hr – 8 hr			

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

L ARM USE	No Restriction	Occasional	Restricted
Above Shoulder			
Below Shoulder			

R ARM USE	No Restriction	Occasional	Restricted
Above Shoulder			
Below Shoulder			

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

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

HEARING	<input type="checkbox"/> No Difficulty	<input type="checkbox"/> Occasional Difficulty	<input type="checkbox"/> Constant Difficulty
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Health Care Provider: The information provided in this document is true and based on my examination of the patient.

Signature: _____ Date: _____
Professional Designation: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____