



COLLECTIVE AGREEMENT

between the

Chignecto-Central Regional School Board

and

Nova Scotia Teachers Union

January 19, 2016 – July 31, 2018

THIS AGREEMENT made in duplicate this 19th day of January, 2016.

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 Adams
SUPERINTENDENT OF SCHOOLS

The Nova Scotia Teachers Union

Joseph G. Alley
WITNESS

Shelley Morse
PRESIDENT OF NSTU

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

Lindsay Crossman Wheaton
WITNESS

Christene Caudle
PRESIDENT, Colchester-East Hants

Lindsay Crossman Wheaton
WITNESS

Wade Van Snick
PRESIDENT, Cumberland

Kyle Marryatt
WITNESS

Myla Borden
PRESIDENT, Pictou

TABLE OF CONTENTS

Article	Title	Page
1	Term of Agreement.....	4
2	Definitions	4
3	Recognition	6
4	Good Faith Between the Parties.....	6
5	Grievance Procedure and Arbitration.....	6
6	Teacher-Board Committee.....	9
7	Implementation of Educational Change	9
8	Board Information.....	10
9	Summer School	11
10	Sick Leave.....	11
11	Personal/Special Leave	13
12	Leave of Absence	16
13	Board Initiated Transfer.....	17
14	Seniority and Term Service	17
15	Staff Reduction.....	20
16	Shared Teaching	21
17	Teacher Exchange	22
18	Teacher Assignment.....	24
19	Teacher Staffing Procedures	26
20	Teacher Selection.....	31
21	Administrative Staffing Procedures	32
22	Administrative Selections.....	35
23	Employment Equity	35
24	School Closures.....	37
25	Union Release Time	38
26	Right to Union Representation.....	38
27	Teaching and Learning Conditions.....	39
28	School Climate.....	39
29	Inclusion	40
30	Teacher In Charge	40
31	Occupational Health and Safety Committee	41
32	General	41
Appendix “A”	Request for Medical Information Form	42
Appendix “B”	Job Sharing.....	44
Appendix “C”	Summary of Staffing Rounds – Article 19.....	45
Appendix “D”	Summary of Teacher Selections – Article 20	47
Appendix “E”	Summary of Administrative Selections – Article 22	51

TABLE OF CONTENTS – Alphabetical

Article	Title	Page
22	Administrative Selections.....	35
21	Administrative Staffing Procedures	32
8	Board Information.....	10
13	Board Initiated Transfer.....	17
2	Definitions	4
23	Employment Equity	35
32	General	41
4	Good Faith Between the Parties.....	6
5	Grievance Procedure and Arbitration.....	6
7	Implementation of Educational Change	9
29	Inclusion	40
12	Leave of Absence	16
31	Occupational Health and Safety Committee	41
11	Personal/Special Leave	13
3	Recognition.....	6
26	Right to Union Representation.....	38
28	School Climate.....	39
24	School Closures.....	37
14	Seniority and Term Service	17
16	Shared Teaching	21
10	Sick Leave.....	11
15	Staff Reduction.....	20
9	Summer School	11
18	Teacher Assignment.....	24
6	Teacher-Board Committee.....	9
17	Teacher Exchange	22
30	Teacher In Charge	40
20	Teacher Selection.....	31
19	Teacher Staffing Procedures	26
27	Teaching and Learning Conditions.....	39
1	Term of Agreement.....	4
25	Union Release Time	38
Appendix “A”	Request for Medical Information Form	42
Appendix “B”	Job Sharing Form	44
Appendix “C”	Summary of Staffing Rounds – Article 19.....	45
Appendix “D”	Summary of Teacher Selections – Article 20	47
Appendix “E”	Summary of Administrative Selections – Article 22	51

ARTICLE 1 – TERM OF AGREEMENT

- 1.01 The provisions of this Agreement shall be effective as the signing date of the 19th day of January, 2016, and shall remain in full force and effective until the 31st day of July, 2018, 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 in accordance with Article 13.
- 2.07 “Board Service” or “Service with the Board” generally is:
- a. Seniority in accordance with Article 14 for Probationary and Permanent teachers in accordance with Article 14; and
 - b. Term service in accordance with Article 14 for term teachers who qualify. In the limited circumstances where board service is compared between a permanent (or probationary) teacher and a term teacher, the specific calculation is made by the Human Resources Department and includes the former term service (in accordance with Article 14) for the permanent and probationary teacher.

- 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 15th. Failure to notify the Board by December 15th 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 31st 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.
- 2.22 Business days are any days for which the Board’s Central Office is open.

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 30th 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 Where a teacher, the Union or the Board has a dispute regarding the application, interpretation, operation, or any alleged violation of this Agreement

the dispute constitutes 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
- a. STEP ONE. After 5.03, the teacher(s) may submit a grievance to the applicable Human Resources Manager and copied to the Chair of the Union Grievance Committee within twenty (20) business 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 include the facts, according to the grievor(s), the Article(s) of the Collective Agreement allegedly violated and the redress sought.
 - b. Unless both parties agree to proceed without a meeting, a representative from Human Resources and the grievor(s) and his or her Union representative shall meet within ten (10) business days of receipt of correspondence pursuant to Article 5.04 (a) in an endeavor to resolve the dispute.
 - c. The representative from Human Resources shall respond in writing to the written grievance and copy the Grievance Committee within ten (10) business days of the meeting pursuant to 5.04 (b).
- 5.05
- a. STEP TWO. If the reply of Human Resources is not acceptable to the Grievor, the Grievance Committee may within ten (10) business days of receipt of the response pursuant to 5.04 (c), submit the grievance in writing to the Coordinator of Human Resources.
 - b. The Coordinator of Human Resources shall meet with the Grievance Committee within fifteen (15) business days of receipt of the notice pursuant to Article 5.05 (a) to discuss the grievance. Where alternate and/or additional Board representative(s) are attending, the Chair of the Grievance Committee will be notified of such in advance. Where an Executive Staff Officer of the Union is attending, the Coordinator of Human Resources will be notified. Within ten (10) Business days of the meeting, the HR Coordinator shall provide a written response to the Grievance Committee
- 5.06 STEP THREE. If the matter is not resolved at Step Two of the grievance process, the Union may, within ten (10) business days of following the receipt of the reply from the Coordinator of Human Resources, provide notice to the Director of Human Resources, of its their intention to refer the grievance to 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 a. Where the Union initiates a grievance, the Union shall be represented by the Union Grievance Committee and an Executive Staff Officer of the Union. The grievance shall begin at Step 2, within ten (10) business days of the effective knowledge of the facts, which gave rise to the alleged grievance.
- b. Where the Board initiates a grievance, the Director of Human Resources shall submit the grievance in writing to the Union Grievance Committee, with a copy to the relevant NSTU Staff Officer, within ten (10) business days of the effective knowledge of the facts which gave rise to the alleged grievance. A meeting shall be arranged and held between the Board and the Union Grievance Committee and an Executive Staff Officer of the Union within ten (10) business days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) business days after that meeting, the grievance may be submitted to Arbitration pursuant to Article 5.08.
- 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 31st. 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 subcommittee, 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 – SUMMER SCHOOL

- 9.01 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 prorated 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 1st 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. (i) The Board may 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.

- (ii) 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.

- (iii) Where there are reasonable grounds of concern whether a teacher is fit to return to work, the Board may require the production of sufficient medical information to establish fitness (which may include accommodation(s)).

- c. Except where the Board has reasonable grounds to suspect there may be a misuse 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. Teachers who do not provide the required medical certificate by the reasonable deadline provided may have their sick leave inactivated until such time as the certificate is satisfactorily completed and submitted (after a review of the individual circumstances). The Board shall inform

- the Union prior to inactivating a teacher's sick leave.
- 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 be responsible for the costs of any requested medical certificate provided by the teacher's own physician.

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:

- 200 km from the teacher's residence, the teacher may apply for and shall be granted reasonable travel time of up to one (1) additional days (depending on the circumstances) without loss of pay or benefits
- 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 dependent (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
 - a. 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 in the *Teachers' Provincial Agreement*.
 - b. Where, in the opinion of the Director of Human Resources, circumstances warrant, a substitute teacher who is not yet employed at the highest rate of pay pursuant to Article 32.02 of the *Teachers' Provincial Agreement* may be granted a day or day(s) off without pay but which does not break the consecutive service for the purposes of Article 32.02 of the *Teachers' Provincial Agreement*.

- 11.10 A teacher on school board business, including Professional Development, pursuant to Article 60 – Professional Development Fund of the *Teachers’ Provincial Agreement*, who is unable to get to school because a public carrier changes its schedule due to unforeseen circumstances shall not be penalized. It shall be incumbent upon the teacher to produce documentation to support the claim.

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 except in special circumstances where approved by the Director of Human Resources.
- 12.03 Applications in writing shall be submitted to the Director of Human Resources, or designate, on or before April 1st of the school year prior to the one in which 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 1st 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 – BOARD INITIATED TRANSFER

- 13.01 The Board, in unusual circumstances, may be required to transfer a teacher/administrator from one school/location to another school/location.
- 13.02 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.
- 13.03 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.
- 13.04 To the extent reasonable in the circumstances, the Board shall take under consideration geographic and other preferences of the teacher/administrator.
- 13.05 The Board shall compensate said teacher/administrator for the extra travel (additional kilometers) for the duration of the transfer or a one year period, whichever is less.

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 31st 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 15th 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 31st.
- 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 31st
- 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, 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 1st 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 1st on a form as is jointly approved by the Board and the Union from time to time (enclosed as Appendix B) 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 prorated 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 1st 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 30th 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 1st 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 31st 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 reassignment 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.
 - f. If the Board is of the opinion that a teacher who is to be declared surplus is essential to maintain a program, the Board may deem that teacher as being essential. The school Principal, in consultation with Human Resources, shall endeavor to fill the declared essential program(s) with the existing teaching staff within the administrative unit. If, in the judgment of the Board, the quality of the declared essential program(s) cannot be maintained through a reassignment of teaching staff, then the next junior teacher in the administrative unit shall be declared surplus. 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.

- g. If a Principal and/or Vice Principal would be subject to being declared surplus pursuant to Article 18.02 (e) and (f) then the teacher, other than the Principal or Vice Principal, with the least seniority shall be declared surplus subject to the provisions of 18.02 (f).

- 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 subject areas and grade level(s) and, where applicable, courses for the next school year prior to the posting of Round 1 positions pursuant to Article 19. It is recognized that there may be some circumstances where this cannot reasonably be accomplished. If there is a circumstance which prevents the full completion of the notification, this will be reported along with the reasons to the applicable FoSS and HR Manager (which will be shared with the NSTU).
 - b. If circumstances require a teacher's intended assignment to be changed by the Principal, 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.
 - c. Notwithstanding 18.03 (b), a change in a teacher's intended assignment may occur at any time with mutual agreement of the teacher and the Principal.

- 18.04 Subject to Article 18.03 and 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.

- 18.05 Prior to re-assigning positions between staffing rounds pursuant to 18.04 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) made surplus pursuant to Article 18.02 (f) or (g) shall be declared a surplus teacher(s). The Board shall notify such teacher(s) prior to the posting of Round 1.
 - b. In preparing the staffing proposal, the Board may designate a program or Principal or Vice-Principal 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).

- c. A teacher declared surplus has the right to return to the staff of the administrative unit provided a teaching position for which the surplus teacher is qualified becomes available (before August 1st of that staffing season) at that administrative unit as a result of a teacher transferring out.

18.07 In the event that the teacher was declared surplus as a result of the application of 18.02 (f), 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 surplus 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 surplus teacher has not accepted a vacant 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 is qualified 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 15th of each year, of his or her desire to return to his or her original school.

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 1st 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 18.02(e).
- 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 an internal 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 placed in round 1 remains eligible for applications to positions posted in round 2. Any teacher who was successful through an interview in Round 1 shall not be permitted to apply for other teaching positions.
- 19.09 ROUND 2 – Following the completion of Round 1 and placements from the Employment Equity pool, 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 determina-

tion 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 15th. Failure to notify the Board by December 15th nullifies this option.

b. Following the placement of surplus teachers, internal 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 15th 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 and continued placements from the Employment Equity pool, 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 an internal competitive round will occur for the 100% positions.
 - ii. Following the internal 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 19.15(c). (Round 6) and 19.15d (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 external competition except that:
 - i. Teachers in the Employment Equity pool and 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 19.15(c). (Round 6) and 19.15(d). (Subsequent rounds).
- d. SUBSEQUENT ROUNDS – All remaining positions (including part-time) will be posted in subsequent rounds in accordance with 19.15(c).

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 1st 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 1st and September 30th 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 19.15(a) (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 15th 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 applicable scores for each interviewed and the resulting recommendation.

20.04 For the purposes of deciding teacher vacancies:

Internal Competitions (Rounds 1, 2 and initially for 100% positions in Round 4)

Pre-determined and posted minimums in each of two (2) criteria of qualifications and experience must be established to be considered eligible.

(a) One (1) Applicant Meeting Posted Minimums for Qualifications and Experience

Where there is only one (1) eligible candidate, the eligible candidate will be placed in the position (except in circumstances where the teacher is involved in an intensive performance program). Either the teacher or the Principal may choose to have an informal discussion prior to placement.

(b) Two (2) or More Applicants Meeting Posted Minimums for Qualifications and Experience

Where there are two or more eligible candidates, they shall be further considered upon the following criteria:

- a. Employment Equity considerations in accordance with Article 23
- b. In the event that there is no Employment Equity selection, eligible

candidates will compete based on the following weighting:

- i. 45% for ability
- ii. 15% for qualifications
- iii. 20% for relevant experience
- iv. 20% for length of service with the board

Calculated in accordance with b above, selection based on highest score of the eligible candidates. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on seniority.

Open External Competitions (Round 6 and subsequent rounds)

Pre-determined and posted minimums in each of 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 in accordance with Article 23
- b. In the event that there is no Employment Equity selection, eligible candidates will compete based on the following weighting:
 - i. 45% for ability
 - ii. 15% for qualifications
 - iii. 20% for relevant experience
 - iv. 20% for length of service with the board

Calculated in accordance with b above, selection based on highest score of the eligible candidates. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on length of service with the board, if applicable.

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 1st 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 31st 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 1st, 2009 and July 31st, 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 30th, 2011, commencing August 1st, 2011, may

apply for other administrative positions, but will ordinarily be considered ineligible for positions that commence before July 31st, 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.
- 21.10
- a. The Board shall post the administrative positions of a new school(s) for a period of not less than two (2) business days.
 - b. Notwithstanding 21.10 (a) where an existing school population of one (1) school moves into a new facility, the administrative position(s) of the existing school will not be posted.
- 21.11 Where one (1) or more school(s) or parts of a school(s) (sending) move to an existing (receiving) school, administrative positions at said school(s) shall be governed as follows:
- a. Where the student population of a school(s) or part of a school(s) move into an existing receiving school (not a new school) and the existing receiving student population comprises sixty percent (60%) or more of the combined student population, the administrator(s) of the existing receiving school shall remain in his/her administrative position(s) at the existing receiving school. Where applicable, the administrator(s) of the sending school(s) shall be declared surplus.
 - b. Where the student population of a school(s) or part of a school(s) move into an existing receiving school (not a new school) and the existing receiving school student population comprises less than sixty percent (60%) of the combined student population, the existing receiving school(s) administrator(s) shall be declared surplus and the sending school(s) administrator(s) shall be declared surplus.
- 21.12 An administrator who has been declared surplus pursuant to 21.11 (a) and (b) may elect to be placed as a teacher in the sending (if applicable) or receiving school subject to Article 24.01 (b). Said administrator shall relinquish his/her rights as a surplus administrator pursuant to Article 21.01.
- 21.13 An administrator declared surplus pursuant to Article 21.11 (a) and/or (b) and who chooses to be considered a surplus administrator shall maintain that right until September 1st of the ensuing school year or being offered an administrative position, whichever comes first.

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, pre-determined and posted minimums in each of 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 in accordance with Article 23
 - b. In the event that there is no Employment Equity selection, eligible candidates will compete based on the following weighting:
 - i. 45% for ability
 - ii. 15% for qualifications
 - iii. 20% for relevant experience
 - iv. 20% for length of service with the board

Calculated in accordance with b above, selection based on highest score of the eligible candidates. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on seniority.

- 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 applicable scores for each interviewed applicant 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.

Employment Equity Pool

- 23.03 Provided there are no teacher layoffs that staffing year and only to the extent that the Board has not yet met equitable representation, the Board shall have the flexibility to place a maximum of 6 African Nova Scotian (or of African descent) and/or Mi'kmaw applicants (in total) as suitable positions arise beginning in and including Round 2. In any situation, the Board will notify the union and provide relevant details of the placement. Except in circumstances agreed to by the Union, once placed, these teachers cannot be moved by the Board into other positions during the current school year.

Employment Equity Competitions (Applicants Who Are Not in “The Employment Equity Pool”)

- 23.04 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.
- 23.05 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.
- 23.06 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. Where there is a school(s) closure(s) and the student population remains intact going to one (1) receiving school, the teacher(s) from the closing school(s) are transferred to the receiving school.
- (i) Teachers shall require seniority placement at the receiving school based upon their respective position in the system-wide Seniority list.
 - (ii) In the event that school closure results in a surplus of teachers at the receiving school, teacher(s) shall be declared surplus in accordance with Article 18.02 (e) and (f).
- c. Where there is only a partial closure or where a closure results in the student population of the sending school(s) being dispersed to more than one (1) receiving school(s), the following applies:
- (i) Each school involved in the partial closure (sending and receiving) determines and declares teacher(s) surplus at their school in accordance with Article 18.02 (e) and (f) prior to the implementation of a partial closure.
 - (ii) After (i) above, the receiving school(s) shall determine the teacher staffing requirements without the sending students and compare to the teacher staffing requirements when the sending students are included.
 - (iii) Where there is no increase in teacher staffing for the receiving school(s) when including the sending students, the teacher(s) of the sending school(s) remain at the sending school(s). Teacher(s) shall be declared surplus in accordance with Article 18.02 (e) and (f).
 - (iv) Where there is an increase in teacher staffing for the receiving school(s), an expression of interest will be done amongst the applicable sending schools to fill the anticipated staffing requirements.
 - (a) Where more qualified teachers have expressed an interest than positions available, the more senior qualified teacher will be awarded a position except where the more senior teacher is essential to maintain a program. In such case, Article 18.02 (f) applies.
 - (b) Where there are fewer teachers who are qualified who have expressed an interest than positions available, remaining available positions will be subject to the regular staffing procedures of Article 19.
- 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 24.01 (b) and 24.01 (c) 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 offered to 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.
- 25.04 The Board shall forward an invoice for substitute days pursuant to 25.01 (b) no later than December 31st of the following school year.

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 – TEACHING & LEARNING CONDITIONS

- 27.01 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.
- 27.02 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 15th of each school year or such subsequent date as it becomes available.

ARTICLE 28 – SCHOOL CLIMATE

- 28.01 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.
- 28.02 The parties recognize the responsibility of teachers and school administrators to encourage order and good discipline in their schools.

- 28.03 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.
- 28.04 Articles 28.01 and 28.02 are not grievable and nothing in this Article shall interfere with the Board's statutory and legal obligations with respect to discipline.

ARTICLE 29 – INCLUSION

- 29.01 For the purposes of this Article, a Special Needs Student is any student requiring special care, special services, special programs or significant program modification.
- 29.02 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.
- 29.03 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 30 – TEACHER IN CHARGE

- 30.01 A teacher may be appointed by the Board or its agent as a Teacher in Charge in accordance with this Article.
- 30.02 In the event that all administrative personnel assigned to the school are absent from the school, the Board may request a Teacher in Charge to assume the duties specified in this clause.
- 30.03 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.
- 30.04 The Board shall have discretion as to selection of one or more Teachers in Charge.
- 30.05 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 31 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

31.01 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 32 – GENERAL

32.01 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.

32.02 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.

32.03 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.

32.05 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 _____

(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"

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

DEADLINE: April 1st

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: _____

RETURN TO THE HUMAN RESOURCES DEPARTMENT BY APRIL 1ST

APPENDIX “C”

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.

1	2 days	Permanent including surplus and probationary declared surplus.	Vacant & unfilled	Internal competition. Placement if only one qualified applicant. If placed (where there was no interview process), remain eligible to apply in Round 2.
2	2 days	Permanent including surplus and probationary declared surplus.	Vacant & unfilled	Teachers in Employment Equity Pool may be placed where qualified starting at Round 2 and throughout rounds. Surplus placed then internal 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 and Board.

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	Teachers rank preferences. First there is an internal 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 length of service
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 posted in Round 4	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 and subsequent rounds	2 days	Unplaced “390 day list” and external applicants	All positions including part-time	First any teachers remaining in Employment Equity Pool or with recall rights then open external competition amongst 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 year; or
- b. Have a cumulative total of at least 390 days in more than 2 consecutive years.

APPENDIX “D”

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.

However, where a position was posted with Employment Equity considerations, no applicants who did not self identify as meeting those specific posted Employment Equity considerations will be shortlisted unless or until all qualified (meeting the minimum for qualifications and experience) Employment Equity applicants specific to that posting have been shortlisted.

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

Selection Processes

Internal Competitions (Rounds 1, 2 and initially for 100% positions in Round 4)

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

- The minimum qualification as posted and established through the application form;
- The minimum experience as posted and established through the application form;

Provided those two (2) minimums have been met:

(a) One (1) Applicant Meeting Posted Minimums for Qualifications and Experience

Where there is only one (1) eligible candidate, the eligible candidate will be placed in the position (except in circumstances where the teacher is involved in an intensive performance program). Either the teacher or the Principal may choose to have an informal discussion prior to placement. The purpose of the informal discussion is to ask questions about and/or share such things as unique initiatives and/or cultural aspects of the school.

(b) Two (2) or More Applicants Meeting Posted Minimums for Qualifications and Experience

Where there are two or more eligible candidates, they shall be further considered upon the following criteria:

- a. Employment Equity applicant where Employment Equity has been indicated in the posting and there is one (1) qualified Employment Equity applicant who has self-identified as being a member of the specific group or groups listed for that particular posting.
- b. Where there are two or more qualified Employment Equity applicants who have self-identified as being a member of the specific group or groups listed for that particular posting, after the interview process is conducted, HR shall be contacted to assist in the recommendation.
- c. Where Employment Equity is not a consideration in the selection process, an interview process is conducted with the shortlisted applicants with the following scoring considerations:
 - i. 45% for ability
 - ii. 15% for qualifications
 - iii. 20% for relevant experience
 - iv. 20% for length of service with the board

Calculated in accordance with c above, selection based on highest score of the eligible candidates. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on seniority.

Open External Competitions (Round 6 and subsequent rounds)

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

- The minimum qualification as posted and established through the application form;
- The minimum experience as posted and established through the application form;
- 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:

- a. Employment Equity applicant where Employment Equity has been indicated in the posting and there is one (1) qualified (by meeting all three (3) minimums including ability) Employment Equity applicant who has self-identified as being a member of the specific group or groups listed for that particular posting.
- b. The process is scored with the following weightings:
 - i. 45% for ability
 - ii. 15% for qualifications
 - iii. 20% for relevant experience
 - iv. 20% for length of service with the board
- c. Where there are two or more qualified Employment Equity applicants who have self-identified as being a member of the specific group or groups listed for that particular posting, HR is contacted to assist in the recommendation.

Calculated in accordance with b above, selection based on highest score of the eligible candidates. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on length of service with the board, if applicable.

Interviews

The board shall identify potential interview dates for positions on each posting. Where interviews are commencing, 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.

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 applicable scores for each interviewed applicant, and the resulting recommendation. The applicable scores are those that remain relevant for that particular selection process.

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.

APPENDIX “E”

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.

However, where a position was posted with Employment Equity considerations, no applicants who did not self identify as meeting those specific posted Employment Equity considerations will be shortlisted unless or until all qualified (meeting the minimum for qualifications and experience) internal Employment Equity applicants specific to that posting have been shortlisted.

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

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;
- The minimum ability to effectively deal with administrative situations (and teaching as appropriate) 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. An internal Employment Equity applicant where Employment Equity has been indicated in the posting and there is one (1) eligible (by meeting all three (3) minimums including ability) internal Employment Equity applicant who has self-identified as being a member of the specific group or groups listed for that particular posting. Or, an external Employment Equity applicant in accordance with above, only where there are no eligible (by meeting all three (3) minimums including ability) permanent contract teachers competing.
2. In all other circumstances, the process is scored with the following weightings:
 - i. 45% for ability
 - ii. 15% for qualifications
 - iii. 20% for relevant experience
 - iv. 20% for length of service with the board
 - a. Where there are two or more qualified internal Employment Equity applicants who have self-identified as being a member of the specific group or groups listed for that particular posting, HR shall be contacted to assist in the recommendation.
 - b. Otherwise, highest score in accordance with 2 i through iv of eligible candidates through the selection process. Where two (2) or more eligible candidates are tied (less than 1% difference), the final selection shall be based on 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 applicable scores for each interviewed applicant and the resulting recommendation. The applicable scores are those that remain relevant for that particular selection process.

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.



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