

SOURCE	N.S. Teachers		
EFF.	86	01	01
TERM.	89	12	31
No. OF EMPLOYEES	1700		
NOBRE D'EMPLOYÉS	1700		

THIS AGREEMENT made in triplicate this 12<sup>th</sup> day of November 1986, A.D.

BETWEEN

The HALIFAX COUNTY-BEDFORD DISTRICT SCHOOL BOARD, a school board established under the provisions of the Education Act, hereinafter called the "BOARD"

of the one part

AND

The NOVA SCOTIA TEACHERS UNION, a body corporate, representing TEACHERS EMPLOYED BY THE BOARD, hereinafter called the "UNION"

of the second part

WITNESSETH that the parties hereto in consideration of the mutual covenant herein set out and for other good and valuable consideration between the said parties have agreed with each other as follows:

ARTICLE 1 TERM OF AGREEMENT

1.01 The provision as of the first (1st) day of January, 1986, A.D. and shall remain in full force and effect until the thirty-first (31st) day of December, 1989, A.D. or until a new agreement is reached in accordance with the Teachers' Collective Bargaining Act.

ARTICLE 2 BOARD OF REFERENCE

2.01 For the purpose of considering and attempting to settle any dispute or complaint regarding the interpretation, application, or operation of this Agreement, the procedure set forth in this Article shall be followed.

2.02 The aggrieved party shall meet with a representative of the Union and a representative of the Board in an attempt to resolve the dispute.

2.03 In the event that the dispute is not resolved to the satisfaction of the parties in Clause 2.02 hereto, then either party may within ten (10) days inform

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the other in writing that it desires the matter of the grievance to be referred to a Board of Reference as specified under Clause 2.04 or 2.05 below.

2.04 Subject to Clause 2.05, the Board of Reference shall consist of a single arbitrator mutually agreed upon by the Board and the Union. If the Board and the Union are unable to agree upon such arbitrator within ten (10) days of receipt of the notice specified in Clause 2.03, one or the other shall forthwith request to the Minister of Labour of the Province of Nova Scotia to appoint an arbitrator.

2.05 Notwithstanding the provisions of Clause 2.04, should either party not agree to the matter of the grievance being placed before a single arbitrator, the Board of Reference shall be composed as follows:

- i) a representative of the Board;
- ii) a representative of the Union; and
- iii) a chairperson, who shall be agreed upon by the other two.

Should the two appointed members fail to agree upon a chairperson within ten (10) days, one or the other shall forthwith request the Minister of Education of the Province of Nova Scotia to appoint a chairperson. A decision of the majority of the members of the Board of Reference shall be the decision of the Board of Reference.

2.06 The Board of Reference shall hold its first meeting within fifteen (15) days of having been constituted.

2.07 The Board of Reference shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend or modify any of the provisions thereof.

2.08 The decision of the Board of Reference shall be final and binding upon all parties concerned, provided that if the Teachers' Collective Bargain-

ing Act is amended in this regard, the Board of Reference shall have the power to settle disputes as set forth in the Teachers' Collective Bargaining Act.

2.09 The Board and the Union will assume the costs of their respective appointees to a three (3) person Board of Reference, and the cost of the Chairperson of the three (3) person Board of Reference or of a single arbitrator shall be assumed equally by the Board and the Union.

2.10 The Board of Reference shall make a written report on all matters submitted to it and it shall provide the Board and the Union with a copy of any such report.

ARTICLE 3 SALARIES, TEACHING SERVICE AND COUNT YEARS

3.01 The Board shall pay every teacher employed by it, regardless of the grade level taught, in accordance with the salary provisions of the Teachers' Provincial Agreement.

3.02 In addition to the provisions of 3.01, the Board shall pay supervisory personnel, except the Superintendent of Schools, in accordance with the provisions of the Teachers' Provincial Agreement.

3.03 For the purpose of the salary scale herein, teaching service means teaching service as defined in the Education Act and the Teachers' Provincial Agreement whether or not the service was rendered in schools under the jurisdiction of the Board.

ARTICLE 4 METHOD OF PAYMENT

4.01 Except as herein otherwise provided the Board shall pay each teacher in its employ every two (2) weeks a cheque equal to one-twenty-sixth (1/26th) of the applicable annual salary less authorized deductions.

- 4.02 The first cheque of the school year shall be paid on the second (2nd) Thursday in August and every second (2nd) Thursday thereafter for all regular teachers previously on the Board payroll.
- 4.03 Notwithstanding 4.02, new teachers to the system shall receive the August cheques at the school to which they are assigned on the first (1st) day of school in the school year.
- 4.04 The final cheque of the school year shall be paid provided the teacher has filed with the Board a duly completed Statement of Days Taught and Claimed and the said cheque shall be equal to the difference between the applicable annual salary and the actual salary received by regular cheques less authorized deductions.
- 4.05 When the pay-date specified in 4.02 falls within the Christmas recess, or during the March break, the pay for that date shall be issued on the last teaching day prior to that date.
- 4.06 Notwithstanding 4.01, in any school year in which there are twenty-seven (27) pay periods, the annual salary in that year shall be divided by twenty-seven (27) instead of twenty-six (26).
- 4.07 Overpayment of salary made in error to a teacher may be recovered by the Board by withholding the amount of such overpayment in equal deductions spread over a reasonable period of time, or in one (1) lump sum as circumstances dictate.

ARTICLE 5 DEDUCTIONS

- 5.01 In addition to the deductions required by law and this agreement, upon receipt of written authority from a teacher, the Board shall deduct from the salary of such teacher the following items:
- i) Nova Scotia Teachers Union Group Insurance Premium:

ii) Such other deductions as may be agreed upon from time to time.

5.02 The Board shall indicate all deductions from the salary of each teacher by itemizing them on a stub attached to the teacher's salary cheque.

5.03 The Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union Dues.

5.04 Deductions for non-claimable days shall be deducted from the first possible pay cheque immediately following receipt by the Board of notification of such absences.

5.05 The Board shall deduct the annual Union dues from each teacher in its employ, in equal monthly installments commencing in the month of August, in such number of installments as determined by the Union.

ARTICLE 6 SICK LEAVE PLAN

6.01 Every teacher is entitled to twenty (20) days Sick Leave for each school year.

6.02 Every teacher shall accumulate one hundred percent (100%) of his/her unused Sick Leave to a maximum of one hundred ninety-five (195) days in addition to the days granted pursuant to 6.01.

6.03 Teachers shall join the Sick Leave Plan when they join the staff of the Board.

6.04 Accumulated days used shall be deducted from the accumulated total credited to the teacher.

6.05 Accumulated Sick Leave shall not begin to be used until the current year's Sick Leave, pursuant to 6.01, has been expended.

6.06 The Board shall inform each teacher on or before October 15 the number of days to his/her credit under the Sick Leave Plan.

6.07 A female teacher shall be permitted to use up to forty (40) days Sick Leave, if available, for Leave of Absence for Pregnancy.

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- 6.08 The Board shall credit each teacher with accumulated Sick Leave as credited with the immediate preceding employing School Board in Nova Scotia provided the teacher supplies satisfactory evidence of remaining accumulated Sick Leave from such previous School Board within a one (1) year period.
- 6.09 The total amount of Sick Leave to the credit of a teacher who resigns from the employ of the Board shall be reinstated provided the teacher returns to the employ of the Board within five (5) years.
- 6.10 Notwithstanding 6.09, twenty (20) days Sick Leave shall be held indefinitely and shall be credited to a teacher who returns to the employ of the Board after five (5) years.
- 6.11 When any teacher employed by the Board is unable to commence teaching in September because of illness or accident, the Board will pay that teacher up to the maximum of his/her current and accumulated days.

ARTICLE 7 PROFESSIONAL DEVELOPMENT

- 7.01 In this Article, the "Professional Development Committee" means a committee of five (5) persons:
- i) two (2) representatives of the Board; and
  - ii) two (2) representatives of the Union; and
  - iii) the Superintendent of Schools who shall act as a non-voting chairperson except in the event of a tie vote.
- 7.02 The Professional Development Committee shall approve and grant all Educational Leaves, Conference Grants, and Professional Development Grants pursuant to this Article.
- 7.03 i) The Board shall annually provide a fund of four hundred forty thousand dollars (\$440,000.00) to promote professional development within the system.

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ii) The Union may provide a maximum sum of thirty thousand dollars (\$30,000.00). Said funds shall be matched by the Board in addition to the funds pursuant to 7.03 (i).

iii) The Union shall notify the Board in writing on or before October 1 of the amount of funds to be contributed to the Professional Development Fund.

iv) The Union shall deposit with the Board the amount of funds to be contributed to the Professional Development Fund on or before January 1.

v) The funds pursuant to 7.03 (i) and (ii) shall be disbursed in the following manner:

a) ten (10) full time Educational Leaves calculated as follows: 10 x 75% x average annual salary:

b) a pool of the remaining funds shall be established to fund professional development activities.

7.04 i) Funds pursuant to 7.03 (v) (a) shall be adjusted to correspond with changes in provincial salary scale.

ii) The funds pursuant to 7.03 (v) (b), excluding the funds pursuant to 7.03 (ii), shall be adjusted to correspond with changes in provincial salary scale to a maximum of four percent (4%).

iii) If the cost of ten (10) full time leaves awarded in any one (1) year totals less than 10 x 75% x average salary, then the surplus will be placed in the pool. If the cost of the ten (10) full time leaves awarded in any one (1) year totals more than 10 x 75% x average salary and more money is required, the difference will be drawn from the pool.

- 7.05 i The Board shall pay the teacher on full year Educational Leave an amount of money equal to seventy-five percent (75%) of the salary the teacher would have received had he/she not been on leave.
- ii) The Board shall pay the teacher on Educational Leave of less than one (1) year on the following basis:
- SV* a) A leave of less than one (1) year to a maximum of six (6) months will be at the rate of one hundred percent (100%) of his/her annual salary.
- b) A leave of less than one (1) year but in excess of six (6) months will be at a rate of no less than seventy-five percent (75%) of his/her annual salary.
- 7.06 Salary payments to teachers on Educational Leave shall be made as per Article 4 and Pension, Income Tax and all other necessary deductions shall be made by the Board.
- 7.07 A teacher who has received Educational Leave shall receive the normal increment in salary and all other benefits to which he/she would be eligible.
- 7.08 Upon return from Educational Leave, a teacher shall be reinstated to the position held immediately prior to going on Educational Leave or to a position mutually agreed upon by the teacher and the Board. If the position has been phased out or if mutual agreement cannot be achieved, the teacher shall be governed by the provisions of Article 17 or Article 19.
- 7.09 The recipient of a full year Educational Leave shall notify the Board of:
- i) his/her mailing address for the period of the leave:



- ii) his/her place of study;
- iii) description of course of study;
- iv) at the conclusion of the leave, the recipient will be required to submit to the Board a written report and selected recipients will be invited to make an oral report to the Board.

7.10 A teacher granted Educational Leave must enter into a contract in writing acceptable to the Board to teach for the Board for the period specified:

- i) Educational Leave for one (1) school year requires three (3) school years of service immediately following the leave.
- ii) Educational Leave from eight (8) months to eleven (11) months requires two (2) school years of service.
- iii) Educational Leaves of four (4) months to seven (7) months inclusive require one (1) school year of service.

7.11 Notwithstanding 7.10, the Board may grant a teacher a one (1) year Leave of Absence following the year of Educational Leave if such time is necessary to complete the program of study undertaken during the Educational Leave.

7.12 A teacher returning from Educational Leave of one (1) year and desiring a position with the Board shall give notice of intention to return on **or** before April 15 of the immediately preceding school year and if such notice is not given the Board is not obliged to offer the teacher a position.

7.13 In the event that the teacher does not return **to** work for the Board at the end of his/her Educational Leave or ceases to be an employee of the Board during the following three (3) years due to illness, death, disability or involuntary unforeseen transfer

in the employment of his/her spouse, the Board shall not request reimbursement for the year of Educational Leave.

7.14 In the event of the teacher's return to the Board, but failing to remain in its employ for the required time, pursuant to 7.10, he/she shall, if requested within one (1) year to do so by the Board, pay to the Board on his/her leaving its employ, the sum arrived at by prorating the amount of allowance received by him/her while on Educational Leave to the portion of time pursuant to 7.10 which he/she worked for the Board following his/her return from Educational Leave.

7.15 Allocation of funds pursuant to 7.03 (i) and (ii) shall be determined and monitored by the Professional Development Committee. The funds allocated for Professional Development shall not be used to pay for substitutes.

7.16 Any surplus funds shall be carried forward to the following year and added to the sum pursuant to 7.03 (i).

7.17 The Professional Development Committee shall annually provide the Local President with a general account statement relating to all expenditures pursuant to the article.

ARTICLE 8 LEAVE OF ABSENCE

8.01 i) The Board shall grant a one (1) year Leave of Absence to a full-time teacher continuing in the employ of the Board who applies for such leave.

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ii) The Board may grant a Leave of Absence of less than one (1) year to a full-time teacher continuing in the employ of the Board who applies for such leave for the purpose of study, travel, research, to accept an appointment of service in government-sponsored

programs for underdeveloped countries, teacher exchange programs, or service as an official of a teachers' professional organization.

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8.02 The Board may grant a second such leave, and shall grant a second such leave if the teacher has been elected to a two (2) year term of office with the Union.

8.03 A Leave of Absence of less than one (1) year for attendance to personal affairs shall be granted at the discretion of the Board.

8.04 Applications for a one (1) year Leave of Absence shall be submitted to the Superintendent of Schools on or before April 1 of the school year immediately preceding the one in which the leave is desired.

8.05 Applications for a Leave of Absence of less than one (1) year duration shall be delivered in writing to the Board not less than two (2) months prior to the anticipated date of commencement of leave. In exceptional circumstances the Board may grant a leave with less than two (2) months notice.

8.06 Upon return from a Leave of Absence, a teacher shall be reinstated to the position held immediately prior to going on Leave of Absence, or to a position mutually agreed upon by the teacher and the Board. If the position has been phased out or if mutual agreement cannot be achieved, the teacher shall be governed by the provisions of Article 17 or Article 19.

8.07 A teacher returning from Leave of Absence and desiring a position with the Board shall give notice of intention to return before March 1 of the immediately preceding school year and if such notice is not given, the Board is not obliged to offer the teacher a position.

8.08 The Board shall notify the returning teacher of the anticipated specific subject area and the school for the ensuing school year by April 30.

8.09 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.

ARTICLE 9 SPECIAL LEAVE

9.01 A teacher shall be entitled to temporary leave of absence for a maximum of five (5) days with pay, if the teacher is absent because of a death or serious illness in the immediate family of the teacher, or the immediate family of the teacher's spouse. Immediate family shall include spouse, father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson and granddaughter.

9.02 A teacher shall be entitled to a temporary leave of absence for a maximum of five (5) days with pay if the teacher is absent because of a death of a son-in-law, daughter-in-law, brother-in-law or sister-in-law.

9.03 The Board may require a medical report when more than one (1) period of leave for serious illness is requested.

9.04 With the approval of the Board, teachers shall be entitled to Special Leave for the purpose of any examination leading to higher certification or qualification or improved efficiency. Such leave with pay to be limited to the sessions during which the examinations actually occur.

9.05 The benefit pursuant to 9.01 shall be applied where a **teacher** or **spouse** was raised by someone other than natural parents.

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ARTICLE 10 INSURANCE

10.01 The Board shall pay the teachers' share of the monthly premium of each Nova Scotia Teachers Union Total Care Family Policy for each teacher in the employ of the Board holding such policy.

ARTICLE 11 LIABILITY INSURANCE

11.01 The Board shall obtain and bear the cost of a Personal Liability Policy which shall provide protection for each teacher against Personal Liability in the amount of two million five hundred thousand dollars (\$2,500,000.00).

11.02 The policy shall be a first payer in respect of any other policy held by the teacher or held on behalf of the teacher.

ARTICLE 12 PUPIL TRANSPORTATION

12.01 The Board shall obtain excess automobile insurance coverage to the amount of ten million dollars (\$10,000,000.00). This policy shall be a second payer in respect to the Public Liability and Property Damage carried by the teacher.

ARTICLE 13 RETIREMENT AWARD

13.01 A teacher becomes eligible for a Retirement Award when the teacher has been employed by the Board for a minimum of ten (10) years, the last five (5) of which must be immediately preceding the retirement or death in service with the Board.

13.02 A Retirement Award shall be paid to eligible teachers when the teacher:

i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund;  
or

ii) has ten (10) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act: or

~~iii) dies in the service of the Board.~~

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13.03 The Retirement Award formula shall be on a "years of service" basis as follows:

- i) at the end of the tenth (10th) year's service with the Board, thirty-seven percent (37%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board:
- ii) for each year of service with the Board beyond ten (10) years, an additional one percent (1%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.
- iii) the maximum years of service to be used in calculating the Retirement Award shall be thirty (30).

13.04 The Retirement Award shall be paid, at the discretion of the teacher, in one (1) lump sum or in twelve (12) equal and consecutive monthly installments.

13.05 A teacher who becomes eligible for a Retirement Award shall make application for such Award in writing to the Board or on before November 30 of the calendar year in which the teacher retires. If such application is not made, the Board is not obliged to pay the Retirement Award.

13.06 When a teacher has ten (10) or more years service with the Board and dies while in the service of the Board, the applicable Retirement Award shall be paid within sixty (60) days of the death to the estate of the deceased or to the designated beneficiary, if so named.

13.07 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Retirement Award pursuant to 13.02 (iii).

- 13.08 Notwithstanding 13.02, 13.04 and 13.05, the Board shall advance, at least ninety (90) days prior to the effective date of the teacher's retirement, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service the lesser of:
- i) the full Retirement Award available to the teacher:
  - ii) the actual amount required by the pension fund for the purchase of the past service.
- 13.09 The following conditions must be met before funds shall be released pursuant to 13.08:
- i) the teacher has retired from his/her position:
  - ii) the teacher requests the Board, in writing, to release the funds;
  - iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
  - iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer:
  - v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.
- 13.10 The Union and the Board shall establish a joint committee for the purpose of studying the long term implications of the Retirement Award. This committee shall be composed of:
- i) two (2) teachers appointed by the Executive Council of the Halifax County Local of the Nova Scotia Teachers Union:
  - ii) two (2) members appointed by the Board:
  - iii) the Superintendent of Schools or his/her designate;

iv) those ex-officio members as approved by the committee.

This committee shall report to the Board and the Halifax County Executive Council by June 30, 1987.

ARTICLE 14 LEGAL ASSISTANCE AND PROTECTION

14.01 Where a teacher as a result of acting lawfully in performance of his/her duties as a teacher is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Board undertakes to defend him/her, provided that the teacher shall cooperate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, the Board shall be relieved of all obligations under this Article.

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15.01 Travel allowance at the rate of twenty-five point two cents (25.2¢) per kilometre for the first sixteen thousand (16,000) kilometres, twenty-three point two cents (23.2¢) per kilometre for the next eight thousand (8,000) kilometres and fifteen point five cents (15.5¢) per kilometre for kilometres in excess of twenty four thousand (24,000) shall be paid to teachers for travel which is part of the teachers' employment. This allowance shall be applied as follows:

- i) travel incurred as part of a teacher's normal duties, except that travel to and from the residence of the teacher shall be excluded:
- ii travel required to attend in-service sessions, and other meetings called by the Board or its agents, of forty (40) or fewer kilometres return shall be at the expense of the teacher. Travel in excess of forty (40) kilometres return shall be paid to the teacher by the Board from kilometre zero (0).



15.02 A cost of living indicator shall be applied to the rates, pursuant to 15.01, for the year January 1, 1989 to December 31, 1989 and shall be determined by the December 1988 CPI for Canada as defined by Statistics Canada.

ARTICLE 16 SECURITY OF POSITION

16.01 When the pupil enrolment in the system decreases to the point where the number of professional staff must be reduced or a teaching or supervisory position has been phased out, the Board in selecting the teacher for staff reduction shall, with the exception of designated teachers, follow the official seniority list pursuant to Article 17.

16.02 Notwithstanding 16.01, if no position is available, then the provisions of Article 17 shall apply.

ARTICLE 17 STAFF REDUCTION AND SENIORITY

17.01 SENIORITY LISTS

- i) A seniority list showing the names and seniority status of all permanent contract teachers employed by the Board shall be prepared by the Board and the Union and after consultation with and approval by the Executive of the Union, a copy of the seniority list as finally approved shall be initialed by the President of the Local and the Superintendent of Schools and such list shall be conclusive evidence of the seniority of permanent contract teachers employed by the Board. The said list shall be revised and published every year.
- ii) A seniority list showing the names and seniority status of all probationary contract teachers employed by the Board shall be prepared by the Board and the Union and after consultation with and approval by the Executive of the Union, a copy of the seniority list as

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finally approved shall be initialed by the President of the Local and the Superintendent of Schools and such list shall be conclusive evidence of the seniority of probationary teachers employed by the Board. The said list shall be revised and published every year. Nothing in this clause shall affect the probationary status of a teacher being changed. A probationary teacher is retained at the pleasure of the Board and may be dismissed without cause.

- iii) Teachers shall be placed on the respective seniority list in accordance with the date and order of hiring and subject to the provisions of 17.02.

17.02 SENIORITY

- i) Seniority shall denote the last consecutive period during which a teacher has in fact been employed by the Board.
- ii) Any change in legal structures of a school board shall have no effect on the seniority of a teacher who was in the employ of a school board at the time of such change. The seniority of any teacher so affected shall be the same as it would have been had such modification not taken place.
- iii) Seniority shall continue to accumulate:
  - a) during a teacher's absence as described in Regulations under the Education Act: or Teachers' Provincial Agreement;
  - b) notwithstanding 8.09, during a Leave of Absence with or without pay to a maximum of three (3) consecutive years:
  - c) in all other cases for which a professional agreement between the NSTU and the School Board expressly provides.

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

- a) resignation of the teacher:
- b) the dismissal which remains uncontested or is confirmed by the Board of Appeal:
- c) in the case of a probationary teacher when the teacher is dismissed because the Board so chooses and not for reasons of staff reduction.

17.03 STAFF REDUCTION

When it is necessary to invoke staff reduction it shall be accomplished, wherever possible, by natural attrition.

17.04 RETENTION

In the event that staff reduction is necessary teachers shall be retained by the Board as follows

- i) firstly, Permanent Contract teachers in accordance with the seniority list established pursuant to 17.01 (i);
- ii) secondly, Probationary teachers in accordance with and subject to 17.01 (ii).

17.05 PROCEDURES

- i) Staff reductions shall not be invoked to release teachers liable to dismissal for cause.
- ii) Teachers directly affected by staff reduction policy shall be informed by the Board or its officers as soon as a firm decision is made.
- iii) The Board shall provide a suitable letter for any teacher leaving because of staff reduction.
- iv) The Board shall maintain a list of all teachers formerly employed in the system who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the Board of all changes in address and

failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate.

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v) Positioning of a teacher on the list pursuant to (iv) shall be based on the seniority of the teacher at the time of staff reduction.

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vi) Notwithstanding 17.02 (i) (a), teachers hired from the Re-employment List shall have the seniority they had prior to being released by the Board, reinstated.

vii) A teacher's name is removed from the List after two (2) years.

17.06 PROGRAMS

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i) If the Board is of the opinion that the teacher, who is to be laid off in accordance with the seniority provision, is necessary to retain a full complement of teachers in a program, the Board may designate that teacher as being essential to the program.

ii) Prior to submitting the list of designated teachers to the School Board, the Superintendent of Schools shall meet with the Executive of the Halifax County Local to discuss the list.

iii) In the event that the Union does not agree with the Board's decision then the Union may invoke the grievance procedure pursuant to Article 2.

iv) If a teacher is deemed necessary to maintain a full complement of teachers in a program, the next teacher, in accordance with the seniority list, shall be laid-off provided there is no teacher in the system having at least three (3) years seniority who is interested in and

prepared to be further trained for the position for which the teacher was deemed necessary for a full complement of teachers within a program.

- v) If a teacher accepts further training, then the teacher who was deemed necessary shall remain in the position until such time as the teacher who is undergoing further training returns to the system.

ARTICLE 18 PRIORITY IN PLACEMENT

18.01 In assigning teachers to positions available in a school year, teachers shall be assigned to vacant positions according to the following criteria:

- i) notwithstanding 19.01 (i), firstly, permanent contract teachers within the system whose positions have been phased out:
- ii) secondly, teachers who request a transfer, on the basis of seniority subject to qualifications;
- iii) thirdly, probationary contract teachers within the system who have been declared redundant:
- iv) fourthly, teachers on the re-employment list pursuant to 17.05 (vi).

ARTICLE 19 TRANSFER OF TEACHERS

19.01 TEACHER-INITIATED TRANSFERS

- i) Applicants for transfer shall be considered and assigned to vacant positions up to and including the last recognized teaching day of the current school year (day 195). Vacancies may be filled provided no teacher on the transfer list qualifies for the position(s).
- ii) A teacher who requests a transfer shall be offered a position which is or becomes available on the basis of seniority, subject to the teacher's qualifications.

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- iii) Application for transfer shall be made no later than April 15 or no later than one (1) week after receipt of notification of assignment from the principal, whichever is later.
- iv) A transfer initiated by the teacher shall be at the teacher's own expense.

19.02 BOARD-INITIATED TRANSFERS

- i) The Board may transfer teachers from one school to another only after discussing such transfer with the teacher. If the Board transfers a teacher after such discussion, it will give in writing reasons for the transfer if requested by the teacher. When the transfer necessitates a relocation of the teacher, the Board will pay reasonable relocation expenses to the teacher, not to exceed five hundred twenty-five dollars (\$525.00) per transfer and provided the teacher makes application to the Board not later than one (1) year from the date of transfer.
- ii) The teacher may enlist Article 2, if a Board-initiated transfer results in a disagreement between the Board and teacher over:
  - (1) the inconvenience of a necessary relocation: or
  - (2) the suitability of the new teaching assignment.

ARTICLE 20 STAFFING BULLETIN

20.01 The Board will circulate a Staffing Bulletin at least once per month while schools are in session.

20.02 The following approved form will be employed for this purpose:

Staffing Bulletin

Halifax County-Bedford District School Board

Effective Date \_\_\_\_\_

Name of School      Grade/Subject (if available)

**20.03** The status of each position on this list may be affected by the date of posting and other factors such as the number of transfers to be approved by the Board, teachers on Sabbatical and Leave of Absence, and internal changes to be made by the school.

**20.04** Teachers requiring additional information should direct inquiries to the school principal.

ARTICLE 21 TEACHER ASSIGNMENT

**21.01** Teachers on a continuing contract shall be notified of the anticipated specific subject area and the school for the ensuing year by the fifteenth (15th) day of April.

ARTICLE 22 MARKING AND PREPARATION TIME

**22.01** Each teacher shall be entitled during the five (5) hour instructional day to a minimum of six (6) periods of forty (40) minutes duration per six (6) day cycle (or time equivalent) free from teaching for purposes of marking and preparation.

ARTICLE 23 CAPITAL PROJECTS

**23.0** When capital projects provide additions to schools or new schools, selected administrators and teaching staff within the sub-system where the project is to be located will be asked to assist in the development of plans for such projects.

ARTICLE 24 SUBSTITUTES

**24.01** Substitute teachers shall be hired where suitable substitutes are available, in all cases where the regular teacher is absent, with the exception of conferences and inservice training.

**24.02** A medical certificate may be requested after one (1) day's absence of the regular teacher.

ARTICLE 25 STENOGRAPHIC SERVICES

**25.01** The Board shall provide stenographic services for all schools of eight (8) rooms or more.

ARTICLE 26 PRINCIPALS AND VICE-PRINCIPALS

26.01 The Board shall appoint a Vice-Principa in each school where there are more than ten (10) full time teachers.

ARTICLE 27 RETIREMENT AGE

27.01 Teachers shall retire at age sixty-five (65).

27.02 Retirement shall be effective at the end of the school year in .which the teacher reaches his/her sixty-fifth (65th) birthday.

27.03 At the discretion of the Board, the teacher may be rehired on a year-to-year basis up to age seventy (70).

ARTICLE 28 BOARD-TEACHER COMMITTEE

28.01 The Board and the Union agree to establish a Board-Teacher Committee to consider educational matters such as:

- i) teaching aids:
- ii) research:
- iii) teaching and learning conditions:
- iv) future plans.

28.02 The Committee shall be composed of the following members :

- i) three (3) members nominated by the Board:
- ii) six (6) Union members from the Halifax County Local;
- iii) the four (4) area Supervisors; and
- iv) the Superintendent of Schools or his/her designate.

28.03 The Board-Teacher Committee shall meet regularly at a time called by the Superintendent of Schools in consultation with the President of the Halifax County Local of the Union.



ARTICLE 29 INDIVIDUAL CONTRACTS

29.01 The Board shall enter into individual contracts with every teacher in its employ in accordance with the contract provisions of the Teachers' Provincial Agreement.

ARTICLE 30 CONTRACTING OUT

30.01 The Board shall not contract out any teaching function regularly performed in the classroom to any person or persons or firm except by mutual agreement between the Union and the Board.

30.02 This Article shall not be interpreted so as to prevent the Board from sending students for their education to a school under the control of a different School Board.

30.03 The Union shall not request, pressure or influence the Board to dismiss or not renew the contract of any teacher because that teacher has written out of the Union.

ARTICLE 31 RECOGNITION

31.01 The Board recognizes the Nova Scotia Teachers Union as the exclusive bargaining agent for teachers who are employed by the Board.

ARTICLE 32 SERVICE

32.01 Service recognized by any Board replaced by the District Board, shall be deemed to be service with the District Board.

ARTICLE 33 GENERAL

33.01 Any teacher on "leave" when this Agreement comes into effect shall receive from the Board the same protection and benefits which the teacher had prior to this Agreement coming into effect plus any new protection and benefits provided by this Agreement.

33.02 The Superintendent of Schools shall be present during all Union/Board negotiations.

5.  
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ARTICLE 34 PRESIDENT'S RELEASE TIME:

34.01 Upon consultation with the Superintendent of Schools, the President of the Local is entitled to ten (10) days leave for the purpose of attending to his/her duties as President of the Local. The maximum number of days leave in any one (1) year may be extended by the Superintendent to twenty-five (25) days.

34.02 The Union agrees to reimburse the Board for monies equivalent to the President's per diem rate.

34.03 The Board agrees to pay the cost of the substitute for the President's Release Time pursuant to 34.01.

ARTICLE 35 JOB SHARING

35.01 Criteria

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19  
i) The pupils enrolled in the classrooms/programs of teachers who job share must receive learning opportunities and benefits which are equivalent to pupils in classrooms/programs where they are taught by full time teachers.

ii) Full time teachers, in addition to their regular classroom assignments do participate fully in various professional activities, such as staff meetings, parent interviews and in-service programs, which enhance their effectiveness as classroom teachers. It is the expectation that teachers in job sharing assignments will participate in all such activities, however, only the teacher who is regularly scheduled for duty shall be paid.

iii) Job sharing assignments must ensure the quality of delivery of program.

iv) The job sharing arrangement must have the complete agreement of all concerned.

v) Discussion will be held with all participants to ensure understanding of the commitments and

influences it would have on the individuals and their status, i.e. current year.

vi) Serious consideration shall be given to ensure compatibility of the participants.

35.02 Eligibility

Permanent Contract teachers in the employ of the Board may apply. If accepted, that person will be matched with a person to be employed on a Term Contract.

35.03 Application

An application for job sharing must be received on or before April 1 of the year prior to the school year in which the job sharing is to occur.

35.04 Duration

Each job sharing application is for a one (1) year period. Renewal/extension requires re-application.

35.05 Contract

Permanent Contract teachers employed in a job sharing assignment will be employed on a Term Contract and shall be deemed to be on a permanent contract as provided by the Teachers' Provincial Agreement.

35.06 Approval

Approval of job sharing is at the discretion of the Board.

35.07 Substitutes

Where substitutes are required, the sharing teacher shall be the preferred substitute paid as the substitute.

35.08 Return to Full Time Position

The return to full time position is at the option of the Permanent Contract teachers providing the teachers would not have otherwise been terminated.

35.09 Salary

Salary shall be calculated on a pro-rated basis.

35.10 Method of Payment

Salary payments will be made as per Article 4.

35.11 Benefits

The benefits will be those set forth in the Teachers' Provincial Agreement for a teacher employed on a Term Contract.

35.12 Seniority/Retirement Award

Seniority and Retirement Award shall be calculated on a pro-rated basis.

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

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

SIGNED, SEALED AND DELIVERED

in the presence of:

THE HALIFAX COUNTY-BEDFORD  
DISTRICT SCHOOL BOARD

<i>Alphonse R. Casey</i> _____ Witness	<i>Arnold J. Strabinsky</i> _____ Chairperson
--	---

THE NOVA SCOTIA TEACHERS UNION

<i>Paulo Tubo</i> _____ Witness	<i>Karen Hillis Dwyer</i> _____ President
---------------------------------------	---

THE HALIFAX COUNTY LOCAL OF  
THE NOVA SCOTIA TEACHERS UNION

<i>Rukawda</i> _____ Witness	<i>Robert W. Price</i> _____ President
------------------------------------	--

LETTER OF UNDERSTANDING - 1

The Board agrees that during the term of this Agreement there will be no reduction in the level of stenographic services in the schools under its jurisdiction. Furthermore, it **is** the intention of the Board to increase stenographic services within the schools as funds become available.

This Letter of Understanding shall be attached to the Agreement and **shall** be deemed to be part of the Agreement.

THE HALIFAX COUNTY-BEDFORD  
DISTRICT SCHOOL BOARD

Alphonse R. Casey Lyne Whabigg  
Witness Chairperson

THE NOVA SCOTIA TEACHERS UNION

Paulo Tullio Karen Hillis Duerden  
Witness President

THE HALIFAX COUNTY LOCAL OF  
THE NOVA SCOTIA TEACHERS UNION

Rukawstan David W Price  
Witness President

LETTER OF UNDERSTANDING - 2

Whereas the Board and the Union have embarked on a new direction relevant to Article 7, Professional Development, and Article 35, Job Sharing, it is agreed that during the life of this Agreement, one or the other or both of these articles may be reopened on four (4) separate occasions by either party, upon request in writing, in order that mutually agreed amendments, exclusive of cost, may be made.

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

THE HALIFAX COUNTY-BEDFORD  
DISTRICT SCHOOL BOARD

Alphonse R. Casy      Line J. Whiting  
Witness                      Chairperson

THE NOVA SCOTIA TEACHERS UNION

Gene Tully      Karen Hillis Dwyer  
Witness                      President

THE HALIFAX COUNTY LOCAL OF  
THE NOVA SCOTIA TEACHERS UNION

Bukawka      Robert W. Paine  
Witness                      President

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Halifax County - Bedford District School Board, Halifax - Nova Scotia Teachers Union (Ind.)  
(1 700 employees): A 48-month renewal agreement on working conditions effective from January 1, 1986, to December 31, 1989, settled in November at the bargaining stage. Duration of negotiations - 11 months.

Professional  
Development  
Committee (new):

Shall approve and grant all educational leaves, conference grants **and** professional development grants.

Travel Allowance:

25.24; (24.26) per km for the first 16 000 kilometres, 23.24; (22.36) per km for the next 8 000 kilometres and 15.5¢ (14.8¢) per km in excess of 24 000.

Union Leave (new):

President **may** take up to 10 days leave for the purpose of attending to duties.

Job Sharing (new):

Permanent contract teachers eligible; **if** accepted, teacher will be matched with a teacher employed on **a** term contract.

12/1



TAB CODE: 802 2 404 01  
CODE MÉCANOGRAPHIQUE

INDUSTRY  
INDUSTRIE

EMPLOYER:  
EMPLOYEUR

Halifax County - Bedford  
District School Board

LOCATION:  
LOCALITÉ:

UNION/SYNDICAT

TERM AGT — MOS  
DUREE DE LA CONV. — MOIS

SETTLEMENT DATE  
DATE DU REGLEMENT

Nov. 12/86

EFFECTIVE DATE  
DATE D'ENTREE EN VIGUEUR

TERMINATES  
PREND FIN

DURATION OF NEG. IN MONTHS  
DUREE DES NEGOCIATIONS EN  
MOIS

STAGE AT WHICH CLOSED  
STADE DE LA CONCLUSION

REOPENER  
REOUVERTURE

WAGES / SALAIRES

WORK COND / COND DE TRAV.

DATE

NOTES/REMARQUES

PREVIOUS BASE RATE USED AND JOB TITLE  
SALAIRE DE BASE ANTERIEUR UTILISE ET TITRE DE L'EMPLOI:

FIRST AGREEMENT  
PREMIERE CONVENTION

JUR

FED

V

PSSRA  
LRTFP

PROV

amend employee  
Count

COLA  
CIVC

EXISTS / EXISTE

DELETED / DISCONTINUES

INACTIVE

NO OF EMPLOYEES  
N° D'EMPLOYES

1,700

DATE	WAGE SALAIRE	INCREASE BASIS BASE D'AUGMENTATION	ACROSS BOARD / GENERALE		%
			<input type="checkbox"/> \$	<input type="checkbox"/>	
TOTAL INCREASE AUG. TOTALE					





