

COLLECTIVE AGREEMENT

between the

Chignecto Central Regional Centre for Education

And

Nova Scotia Teachers Union

April 10, 2019 – July 31, 2023

THIS AGREEMENT made in triplicate this 10th day of April, 2019.

BETWEEN

The **CHIGNECTO CENTRAL REGIONAL CENTRE FOR EDUCATION**, of the Province of Nova Scotia, hereinafter called the “**CENTRE**”
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:

Chignecto Central Regional Centre for Education

Allison McGrath
WITNESS

Gary Adams
REGIONAL EXECUTIVE DIRECTOR OF EDUCATION

The Nova Scotia Teachers Union

Kyle Marryatt
WITNESS

Paul Wozney
PRESIDENT OF NSTU

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

Kyle Marryatt
WITNESS

Christene Caudle
PRESIDENT, Colchester-East Hants

Lori MacIntosh
WITNESS

Lindsay Crossman Wheaton
PRESIDENT, Cumberland

Lori MacIntosh
WITNESS

Myla Borden
PRESIDENT, Pictou

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ARTICLE 1 - TERM OF AGREEMENT

- 1.01 The provisions of this Agreement shall be effective as the signing date of the 10th day of April, 2019, and shall remain in full force and effective until the 31st day of July, 2023, 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 but does not include any position with greater supervisory responsibility than a department head.
- 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 “Centre” means the Chignecto Central Regional Centre for Education.
- 2.06 “Centre Service” or “Service with the Centre” 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 Centre 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.
- 2.07 “Declaring Self Surplus” means where a surplus teacher is placed in a vacant position in the second round of staffing, they 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 Centre by December 15th nullifies this option.
- 2.08 “Director of Human Resources, or designate” means the Director of Human Resources for the Chignecto Central Regional Centre for Education.
- 2.09 “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, Centre or provincial level; a non-academic professional development component including those sponsored by the Union; education research; peer coaching; development of curriculum / instructional projects.
- 2.10 “NSTU-Chignecto Regional Representative Council” or “NSTU-CRRC” means an organizational
- Chignecto Central Regional Centre for Education Agreement*

structure of the NSTU which represents teachers within the geographical regions serviced by the Chignecto Central Regional Centre for Education.

- 2.11 “Part-time teacher” is a teacher employed by the Centre 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.
- 2.12 “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 Centre for short-listing purposes only.
- 2.13 “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.
- 2.14 “Regional Centre Initiated Transfer” means that in unusual circumstances, the Centre may be required to transfer a teacher from one school / location to another school / location in accordance with Article 13.
- 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 Centre at their 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 Centre 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 Centre’s Central Office is open.

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - GOOD FAITH BETWEEN THE PARTIES

- 4.01 The Centre 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 Centre in writing of the members and alternates of the Grievance Committee and of any change in the membership thereof.
- (b) Notice to the Centre's Director of Human Resources shall be deemed to be notice to the Centre, unless otherwise stated herein.
- 5.02 Where a teacher, the Union or the Centre 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 endeavour 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 Centre 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 following the receipt of the reply from the Coordinator of Human Resources, provide notice to the Director of Human Resources, of their intention to refer the grievance to arbitration.
- 5.07 Either the Union Grievance Committee or the Centre 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 responsible for Labour who shall make an appointment of such Arbitrator.

- 5.09 The Arbitrator shall meet with both parties as soon as reasonably practical after their appointment, and in any event, not more than sixty (60) days following date of such appointment, unless both the Centre and the Union otherwise agree. The decision of such Arbitrator shall be final and binding upon the Centre, 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 Two, within ten (10) business days of the effective knowledge of the facts, which gave rise to the alleged grievance.
- (b) Where the Centre 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 Centre 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 Centre 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-MANAGEMENT COMMITTEE

- 6.01 The Centre and the Union shall have a Teacher-Management Committee.
- 6.02 The purpose of the Teacher-Management Committee (“Committee”) is to foster good communication and effective working relationships between the parties. The Committee shall not have the authority to make decisions regarding the administration of the Agreement, nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties.
- 6.03 The Committee shall be composed of:
- (a) four (4) representatives of the Union; and
 - (b) four (4) representatives of the Centre’s management.
 - (c) Either party may invite a representative relating to an agenda item. This representative shall not form part of the Committee.

- 6.04
- (a) The Committee shall meet not less than three (3) times per year and may meet on such other dates and times as may be mutually agreed upon. Dates and places will also be mutually agreed upon. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
 - (b) Management will assign a regional office assistant who will be responsible for preparing and circulating the agenda and minutes.
 - (c) Any member of the Committee who wishes to have any particular matter discussed at any meeting of the Committee shall notify the Chairperson and Assistant at least five (5) business days before the date of the meeting to have the matter added to the agenda.
 - (d) The agenda will be exchanged by the parties for that meeting at least four (4) business days prior to the meeting but with the consent of the parties, any additional matter may be added to the agenda at the meeting.
 - (e) Draft minutes of each meeting shall be distributed within ten (10) business days after the meeting and approved at the following meeting.
 - (f) The Chairperson position will alternate between the Union and the Management representatives.

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.
 - d. significant technology changes;
 - e. significant assessment, evaluation and/or reporting changes.
- 7.02 The parties recognize the authority and responsibility of the Centre 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 Centre, except in extraordinary circumstances, the Centre 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 falls within the authority of the Centre, such change shall be referred to the Teacher-Management Committee for consultation. Where Educational Change falls within the authority of the Department of Education and Early Childhood Development, the Centre will consult with the Teacher-Management Committee where reasonably possible.
- 7.05 The Teacher-Management Committee may, either on its own or through a sub-committee, make timely recommendations to the Centre to assist implementation of the Educational Change.
- 7.06 The Teacher-Management 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 – REGIONAL CENTRE FOR EDUCATION INFORMATION

- 8.01 The Centre shall supply the NSTU-CRRC with a copy of its approved budget after it has received all necessary approvals.
- 8.02 The Director of Human Resources or designate shall provide the NSTU-CRRC with a copy of the Policy Manual and the Procedures Manual including any updates made to these manuals as they become available.
- 8.03 The parties agree that the Centre, at least thirty (30) days prior to approving a new or amendments to existing Policy and/or Procedures (over which the Centre has control), shall forward to the NSTU-CRRC a draft of proposed changes in Centre Policy and/or Procedure. The NSTU-CRRC shall have the right to make representation for contractual implications with said Policy and/or Procedure to the Regional Executive Director of Education or designate.
- 8.04 The Centre shall provide the CRRC and REWC Chairs with an electronic copy of the Centre’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 Centre shall be one hundred per cent (100%) of the daily rate specified in the *Teachers’ Provincial Agreement*, but shall be pro-rated to the number of hours taught in proportion to the number of hours in a regular school day. The rate is based on the license and experience level of the teacher. Such rate shall be stated by the Centre 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 their 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 Centre, 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 Centre within such time frame.

- (b) A teacher hired from another Regional Centre for Education in the Province of Nova Scotia shall be entitled, upon receiving a permanent contract with the Centre, to carry forward accrued sick leave entitlement from such Regional Centre for Education, to a maximum of one hundred and ninety-five (195) days, provided such Regional Centre for Education, in its Collective Agreement, has a reciprocal provision entitling a teacher from Chignecto Central Regional Centre for Education to carry forward accrued sick leave.
 - (c) It is the responsibility of the teacher to provide documentation from the preceding Regional Centre for Education verifying the teacher's accrued sick leave.
- 10.04
- (a) 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.
 - (b) Where a teacher has a medical appointment booked and the school is closed on that day, and the appointment is also cancelled, the teacher will not be required to claim sick leave on that day.
- 10.05
- The Centre shall inform each teacher in its employ, in writing by either hard copy or electronic paystub at the Centre'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 Centre of the expected duration of the illness as early as possible and shall endeavor to give the Centre reasonable notice of the anticipated date of return to work.
 - (b) (i) The Centre 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 Centre.
(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 Centre shall reasonably require.
(iii) Where there are reasonable grounds of concern whether a teacher is fit to return to work, the Centre may require the production of sufficient medical information to establish fitness (which may include accommodation(s).
 - (c) Except where the Centre has reasonable grounds to suspect there may be a mis-use of sick leave credits and has provided the employee with advance notice of the requirement to provide a certificate, the Centre 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 Centre shall inform the Union prior to inactivating a teacher's sick leave.
 - (d) Where the Centre is not satisfied with the medical certificate produced by the teacher, the Centre shall be entitled to require the teacher to be examined by a mutually agreed upon independent medical practitioner. In the event the Centre 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 Centre'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 Centre 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 Centre.
 - (f) The Centre 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 their spouse. For purposes of this Article, "spouse" means a teacher's partner to whom they are legally married, or a teacher's common law partner (defined as people, who are not married, living in a conjugal relationship that has lasted at least twelve (12) continuous months), or a teacher's registered domestic partner.
 - (b) A teacher may apply to the Director of Human of 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 each death of an aunt or uncle in their immediate family and/or niece or nephew in their immediate family or that of their spouse, 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.
- 350 km 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 their spouse. The teacher must be attending to the needs of the seriously ill person.
 - (b) The Centre 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.
 - (d) Where no other reasonable accommodation can be made, a teacher shall be granted up to five (5) days without loss of pay for care and comfort measures attending to the illness, including medical appointments not covered elsewhere in this Agreement, of a parent, step-parent, child, stepchild, grandchild, or spouse, or a person for whom they have been declared a guardian. The illness or attendance at the medical appointment must reasonably require an adult to be present. Said leave shall be part of the ten (10) days contained in 11.02 (a).
- 11.03
- (a) Immediate family is defined as spouse, fiancé(e), child, parent, step-parent, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, guardian, any legal dependents who permanently reside in the teacher's household or such other dependents as are approved by the Director of Human Resources or designate.
 - (b) For purposes of bereavement leave only, immediate family shall include brother-in-law and sister-in-law.

11.04 Up to five (5) days in total per year per teacher of special leave, without loss of pay and benefits:

- (a) Shall be available for:
 - (i) Acting as an executor of an estate for the specific day(s) required to fulfill such duties;
 - (ii) Recovery from a fire, flood or other natural disaster;
 - (iii) One (1) day per convocation of the teacher, the teacher's spouse or legal dependant (in addition to the day provided for under the Teachers' Provincial Agreement) where the teacher must travel during regular school hours in order to reasonably attend such convocation;
 - (iv) Emergency situations for which the teacher's presence has been requested by the Emergency Measures Organization;
 - (v) That portion of a single work day required to attend a funeral service as pallbearer;
 - (vi) Financial appointment or legal appointment that cannot be scheduled outside of the instructional day; and/or
 - (vii) 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 Centre and forwarded to the Director of Human Resources. Requests for unpaid leave of absence for the funeral of a friend shall not be unreasonably denied.

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 Centre 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 Centre 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.

- (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 Centre 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 Centre shall grant a one (1) year Leave of Absence without pay to a permanent contract teacher who applies for such leave.
- 12.02 When a Leave of Absence for a full school year is granted to a teacher, the teacher has until April 15th of the year in which the application is made to rescind their request without the approval of the Centre, provided the position has not yet been posted.
- 12.03 (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 12.08 the Director of Human Resources or designate may include as a condition prior to approving a discretionary leave that the teacher relinquish rights to their original position and be treated as surplus upon return.
- (b) A teacher granted a Leave of Absence pursuant to Article 12.01 or 12.03 (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.
- 12.04 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.
- 12.05 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 Centre.
- 12.06 A teacher on Leave of Absence shall confirm in writing to the Director of Human Resources, or designate, on or before April 1st of their intention to return to active teaching for the ensuing school year.
- 12.07 (a) The Centre 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.
- 12.08 Upon completion of authorized Leave of Absence, unless mutually agreed otherwise, the teacher shall return to their original position. The position of a teacher who fills the vacancy created by such Leave of Absence shall have their 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.
- 12.09 A teacher who becomes President of the NSTU shall be entitled to receive an unpaid Leave of Absence for the duration of their term as President.
- 12.10 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 their original position and be treated as surplus upon return.

ARTICLE 13 – REGIONAL CENTRE INITIATED TRANSFER

- 13.01 The Centre, in unusual circumstances, may be required to transfer a teacher from one school/location to another school/location.
- 13.02 A Regional Centre 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 Regional Centre Initiated Transfer shall not become effective until after the Director of Human Resources or designate has discussed the Regional Centre Initiated Transfer with the teacher. The teacher may request a representative of the Union to be present during the discussion. If requested by the teacher, written reasons for the Regional Centre Initiated Transfer shall be provided.
- 13.04 To the extent reasonable in the circumstances, the Centre shall take under consideration geographic and other preferences of the teacher.
- 13.05 The Centre shall compensate said teacher 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 Centre shall be prepared by the Centre 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 their 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 Centre. 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 their position on the seniority list, as far back as the previously approved seniority list, by filing written notice of objection with the Centre and the Union. The parties to the agreement shall meet to resolve the matter. In the event the Centre and the Union are unable to reach agreement, the matter shall be referred to arbitration, or the Centre 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 Centre 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 their 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 Centre. 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 Centre 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 their 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 Centre. 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 Centre 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 Centre and/or service recognized by the immediately preceding employing Centre replaced by the Chignecto Central Centre for Education;
 - ii. second, in accordance with their 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 Centre.
- (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 Regional Centre for Education shall have no effect on the seniority or Term Service of a teacher who was in the employ of a Regional Centre for Education 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 Regional Centre for Education 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 Centre 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) Generally, 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. However, a teacher who has been recommended for hire by their supervisor and who:
 - i. is in a substitute to term position which did not become a term;
 - ii. has applied for reasonable term positions in a school year and did not secure a term position; or
 - iii. has other exceptional circumstances, as approved by the Director of Human Resources or designate

shall have term days bridged (meaning deemed consecutive) where there is a break in term service for a maximum of one 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 Centre, the appropriate qualifications and experience for the work to be assigned.
- 15.02 When it is necessary to invoke staff reduction, the Centre 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 Centre as soon as a final decision is made.
 - (c) The Centre shall provide an appropriate letter of reference for any laid-off teacher whose contract is not renewed because of staff reduction.
 - (d) The Centre 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 Centre 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 Centre on or before February 1st that they wish 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 Centre being satisfied that a teacher on the Re-employment List is employed as a teacher on a full year contract with another Regional Centre for Education 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 Centre 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 Centre.
 - (i) Where there is agreement with the laid-off teacher, such teacher may have their name placed on the substitute list and the Centre shall endeavor to give such teacher priority opportunities for substitute work, provided such teacher is, in the judgement of the Centre, 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 Centre, 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 Centre shall be submitted before April 1st on a form as is jointly approved by the Centre 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 Centre. To continue a shared teaching arrangement beyond a one (1) year period, re-application is required.
- 16.04 The job sharing agreement is temporary in nature. The teachers participating in the job share arrangement retain their existing contractual status both during the job share and upon its termination.
- 16.05 Sharing teachers shall receive pro-rated salary for days taught or claimed in accordance with the approved provincial salary scale. Salary payments shall be made on a regular basis for the entire school year on the same schedule as for full-time teachers.
- 16.06 Permanent contract teachers who are in shared teaching positions shall be provided the opportunity to return to their originating school/administrative unit in accordance with the rights and procedures described in Article 12.08, 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 Centre 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 Centre. 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 their students, the other team member is the preferred substitute. Such substitute shall receive substitute pay in addition to their 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 Centre. Any teacher desiring an

exchange to another school shall notify their 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 12.08, 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.

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 Centre has the authority to assign or re-assign teaching staff within an administrative unit, in such manner as the Centre 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 their 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 Centre shall first consider filling by internal assignment, or re-assignment, vacant or unfilled positions within an administrative unit. The Centre 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 Centre, 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 Centre 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 Centre is of the opinion that a teacher who is to be declared surplus is essential to maintain a program, the Centre may deem that teacher as being essential. The school Principal, in consultation with Human Resources, shall endeavour to fill the declared essential program(s) with the existing teaching staff within the administrative unit. If, in the judgment of the Centre, 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 Centre exercises such option, the Union may request an explanation for the teachers affected. Before such designation is finalized, the Centre shall fairly consider any alternate proposal made by the Union.

Notice of Assignment

- 18.03 (a) Each Principal shall consult with each teacher on their staff with respect to the next school year's proposed assignment. Prior to, or as part of this consultation, teachers shall be notified of known current and new positions at the site for the ensuing school year. 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 A 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, before the first staffing round in 19.05 and between staffing rounds pursuant to 18.04 the Principal shall inform, in writing by email, all teachers assigned to their 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) shall be declared a surplus teacher(s). The Centre shall notify such teacher(s) prior to the posting of Round A.
- (b) In preparing the staffing proposal, the Centre may designate a program as being essential. Any teacher transferred as a result of such essential designation shall be returned to their original administrative 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 Centre within twenty-four (24) months of the initial displacement that they have 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 Centre. To

exercise this option during the three (3) year period, a teacher declared surplus must notify Human Resources, in writing on or before December 15th of each year, of their desire to return to their original school.

ARTICLE 19 - TEACHER STAFFING PROCEDURES

- 19.01 The Centre 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.
- 19.02 Staffing Proposal:
- (a) When formulating the staffing proposal, all teachers shall be considered regional employees and all decisions regarding staffing shall be regional decisions.
 - (b) The Centre 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 Centre 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.
 - (c) The Centre will consult with the NSTU-CRRC prior to implementing a staffing proposal.
 - (d) The Centre shall periodically make available to the NSTU-CRRC the updated lists of vacant and unfilled positions as such lists are developed. The Centre shall fairly consider any proposal submitted by the NSTU-CRRC to meet staffing requirements through voluntary transfer(s).
- 19.03 The Centre shall inform the NSTU-CRRC Chair at least forty-eight (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.
- 19.04 The Centre shall accept applications for all positions for a period of not less than two (2) business days.
- 19.05 **ROUND A**
Is an internal competitive round in accordance with Article 20.04. The Centre will advertise vacant and unfilled positions. Only permanent contract teachers (including permanent contract teachers declared surplus) and probationary contract teachers declared surplus shall be permitted to apply. Applicants shall rank the positions applied for in order of preference.
- (i) Any teacher placed in ROUND A remains eligible for application to positions posted in ROUND B.
 - (ii) Any teacher who was successful through an interview in ROUND A shall not be permitted to apply for other teaching positions, except for positions posted in accordance with articles 19.15 and 19.18.
 - (iii) Surplus Teachers are strongly encouraged to apply. Where a surplus teacher is the successful applicant in ROUND A they are no longer considered a surplus teacher during the remaining staffing process.
- 19.06 **ROUND B**
Following the completion of ROUND A, the Centre shall prepare a list of all new and remaining vacant, unfilled, part-time and substitute to possible term positions. The Centre will advertise positions for permanent contract teachers, probationary contract teachers declared surplus, term contract teachers on the “390 day list” and external applicants concurrently. Applicants shall rank the positions applied for in order of preference. Permanent contract teachers and probationary contract teachers declared surplus (who did not secure a position through an interview process in ROUND A) shall only be permitted to apply to vacant and unfilled positions.

After the period of posting for ROUND B closes:

1. Surplus teachers (who did not secure a position through an interview in ROUND A) shall be placed in vacant and unfilled positions in accordance with Article 19.09. Then;
2. Consideration will be given to permanent contract teachers (who did not secure a position through an interview process in ROUND A) for remaining vacant and unfilled positions in accordance with 20.04. Where no permanent contract teacher applies or where no permanent contract teacher meets the posted criteria, then;
3. Consideration will be given to eligible applicants in the Early Hire Pool in accordance with Article 19.10 for all remaining positions (vacant, unfilled, part time and substitute to possible term). Then;
4. Consideration will be given to Term contract teachers on the “390 day list” currently in a 100% position. They may be placed in a 100% position at the same school for the ensuing school year in accordance with Article 19.11(a). Then;
5. Consideration will be given to Term contract teachers on the “390 day list” in accordance with Article 19.11 (b) for all remaining positions (vacant, unfilled, part time and substitute to possible term). Then;
6. Consideration will be given to Term contract teachers not on the “390 day list” currently in a part-time position. They may be placed in a part-time position (within 20% of the part-time position the teacher held up to a maximum of 90%) at the same school for the ensuing school year in accordance with Article 19.12. Then;
7. Consideration will be given to external applicants for all remaining positions (vacant, unfilled, part time and substitute to possible term).

19.07

ROUND C

Following the completion of ROUND B, the Centre shall prepare a list of all new and remaining vacant, unfilled, part-time and substitute to possible term positions. The Centre will advertise vacant and unfilled positions that arose for ROUND C as a result of a permanent teacher transfer in ROUND B for term contract teachers on the “390 day list” (who did not secure a position though an interview process in ROUND B). All positions will be advertised for external applicants concurrently. Applicants shall rank the positions applied for in order of preference.

1. Consideration will first be given to Term contract teachers on the “390 day list” who were not offered a placement in ROUND B in accordance with 19.11(b)(ii), and eligible applicants in the Early Hire Pool who did not secure a placement in accordance with 19.10. Then;
2. Consideration will be given to Term contract teachers on the “390 day list” who did not secure a position through an interview process in ROUND B for vacant and unfilled positions that arose for ROUND C as a result of a permanent teacher transfer in ROUND B and external applicants. Consideration will be given to external applicants for all remaining positions (vacant, unfilled, part time and substitute to possible term).

19.08

EXTERNAL ROUNDS

These are competition rounds. Following the completion of ROUND C, the Centre shall prepare a list of all new and remaining vacant, unfilled, part-time and substitute to possible term positions. The Centre will advertise these positions with consideration given to external applicants subject to the exceptions in Articles 19.15, 19.17 and 19.18.

19.09

Surplus teachers are strongly encouraged to apply for positions in ROUND A and B. Surplus teachers shall be placed as follows:

- i. Centre placement of surplus teachers shall include a determination by the Centre that the teacher is qualified and suitable for the position. Additionally, the Centre 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 Centre.

- ii. Where the Centre is required to place a surplus teacher into a position to which they have not applied, the Centre shall make its best efforts to consult with the teacher. Surplus teachers who do not apply for positions in ROUND B will be placed into positions by the Centre.
- iii. Where a surplus teacher is placed in a vacant position in ROUND B, they 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 Centre by December 15th nullifies this option.

19.10

For the purposes of this article, an Early Hire Pool teacher is a teacher who is hired prior to the commencement of staffing for the ensuing year. For clarity, an early hire teacher may be a “390 day list” teacher or an external applicant.

- (a) The Centre may hire up to twelve (12) teachers as early hires each year provided there are no teacher layoffs that staffing season. The number of early hires will be dependent on a number of factors including the projected retirements and the Centre’s budget and will be communicated to the NSTU in advance of any early hires. In accordance with Article 19.06 (3), after consideration of permanent contract teachers, permanent contract teachers declared surplus and probationary contract teachers declared surplus in ROUND B, the Centre has the flexibility to place an early hire to:
 - i. address the requirements of the Centre’s Employment Equity Program; or
 - ii. fill positions in historically hard to staff schools. These schools are defined as schools that experience a significant turnover of staff; or
 - iii. address the requirements of specific program areas where the Centre does not have sufficient number of qualified staff.

The schools and program areas in (i) through (iii) above will be identified by the Centre and will be shared with the Union through the Teacher-Management Committee prior to the commencement of early hires.

- (b) A teacher filling a vacant position described above who is granted a probationary or permanent contract may be required to remain in that program area or school for four (4) consecutive years commencing on the date the contract becomes effective. A Leave of Absence granted pursuant to Article 12 shall not count towards the four (4) year commitment to the program area or school.
- (c) The Centre and the Union agree that the provisions of this Article do not override the job security provisions of Article 21 of the Teachers’ Provincial Agreement. This Article provides a procedure for staffing for the ensuing school year, including the right of early hires to access vacant positions. Article 21 provides job security in certain instances where early hiring has taken place. The provisions of this Article and Article 21 of the Teachers’ Provincial Agreement are meant to be complementary and not conflicting.

19.11

Term Contract Teachers on the “390 day list”. Term teachers on the “390 day list” are strongly encouraged to apply for positions in ROUND B.

Subject to Article 14.02 (f), 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 Centre and a term contract teacher who has a cumulative total of at least 390 term days:

- (a) 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.

- (b) Term contract teachers not placed pursuant to (a), for other than just cause, and remaining term contract teachers on the “390 day list”, will be considered for the remaining positions and placed, provided said teachers have the qualifications, abilities, experience and competence necessary for the positions, in the opinion of the Centre. Consideration will be given to term contract teachers on the “390 day list” in the following order:
- i. An internal competitive round will occur for vacant and unfilled positions in accordance with Article 20.04;
 - ii. The Centre shall place remaining term contract teachers on the “390 day list” into remaining positions (100% and part-time) where there is a determination by the Centre that the teacher is qualified and is suitable for the position. Additionally, the Centre considers the teacher’s ranked preferences to the degree reasonable in the circumstances. The Centre 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 they did not apply. Where all circumstances are relatively equal, placement will be made based on length of service with the Centre.
- (c) Term contract teachers on the “390 day list” (who did not secure a position through an interview process in ROUND B) shall be permitted to apply to vacant and unfilled positions that arose for ROUND C as a result of a permanent teacher transfer in ROUND B.
- (d) In the event a placement was offered and not accepted by the term contract teacher, the Centre may consider its obligations fulfilled. Such teacher shall then be limited to application as an external candidate.

- 19.12 Term Contract Teacher not on the “390 day list”
School administrators may offer a term contract teacher who is not on the “390 day list” 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, provided the part-time position being offered was already posted in ROUND B.
- 19.13 The Centre shall make best efforts to complete two opportunities for permanent teacher transfers by June 15th of each year.
- 19.14 A permanent contract teacher who transfers to an unfilled position shall be guaranteed the right to return to a position in the administrative unit they left, unless such teacher is subject to, or would otherwise have been subject to, the provisions of Article 18.02(e).
- 19.15 Notwithstanding Articles 19.05 - 19.07 & 19.18, specialist positions that arise after ROUND B may be open for application from permanent contract teachers. The Centre shall determine which positions will be identified as specialist positions and open to permanent contract teachers.

Where a specialist position arises after August 15th and is going to be filled in an acting capacity only, the Centre shall determine if the position will be open to permanent contract teachers. Where such determination is made, the Centre will ask for an ‘expression of interest’ from all current permanent contract teachers. The selection for the filling of the position remains at the discretion of the Centre but consideration will be given to those who have expressed interest.

- 19.16 Where posted qualifications are altered because the position requirements have changed, the position

must be re-posted. If it occurs following ROUND B, the position shall be filled with a term contract teacher and shall be listed the following year in ROUND A. The NSTU-CRRC shall have the right to be informed in writing, if requested, of the reasons for the change.

- 19.17 (i) 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.
- (ii) 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.
- (iii) At the Center's discretion, a term teacher may apply for term positions that arise within their administrative unit after September 30th where such position is an increase in the percentage of work for the term teacher.
- 19.18 Any vacant or unfilled positions that remain after the application of Article 19.05 (ROUND A) in this Agreement shall be advertised externally and posted on the Centre's website. An electronic notice shall be sent to the Chair of the CRRC, or designate. Except in accordance with 19.06 (1 & 2), 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 Centre;
 - g. other unforeseen circumstances approved by the Centre.
- 19.19 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 Centre shall provide the Union confirmation of the date upon which the additional allocation was provided to the Principal.
- 19.20 Following the two opportunities for permanent teacher transfers and the placement of surplus (in ROUND B), all permanent contract teachers and probationary contract teachers who have been declared surplus to the Centre (and have not secured a position) 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 Centre 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.

ARTICLE 20 - TEACHER SELECTION

- 20.01 Successful applicants shall be selected by the Centre pursuant to the provisions of Article 20.
- 20.02 The Centre shall identify interview dates for positions on each posting. The Centre 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 Centre 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 (permanent contract teachers, probationary contract teachers declared surplus in ROUNDS A and B and term contract teachers on the “390 day list” in ROUNDS B and C). 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 Centre

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.

(c) No Applicants Meeting Posted Requirements

Beginning in ROUND B, in rare circumstances where Human Resources has determined that there are no qualified and suitable applicants, an internal applicant(s) who does not meet the minimum posted requirements of qualifications and experience may be considered where they can demonstrate a proficiency to effectively deal with teaching situations likely to arise.

Where an applicant who is not fully qualified is selected, the position will be filled in an acting capacity for one (1) year only.

(d) Limited Positions Including Ability

Notwithstanding 20.04 (a) and (b), in limited circumstances, due to the nature and requirements of some positions, a pre-determined and posted minimum in each of three (3) criteria of qualifications, experience and ability must be established to be considered eligible. The Centre shall consult the NSTU-CRRC chair at least two (2) days in advance of posting for positions requiring the criteria of ability.

An internal applicant(s) who meets the minimum posted criteria of qualifications and experience will be considered eligible where they can demonstrate proficiency to effectively deal with teaching situations likely to arise. Where there are two (2) or more eligible candidates, they shall be 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 Centre

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.

Ability may be automatically deemed where there is only one (1) applicant who meets the posted minimums for qualifications and experiences and has previous successful experience in the same position being applied for.

External Competitions

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 Centre

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.

- 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 Centre shall post the names of successful applicants on its website within ten (10) days of the approval of the successful applicant.

ARTICLE 21 - CONSULTANT STAFFING PROCEDURES

- 21.01 (a) The Centre shall accept applications for all positions for a period of not less than two (2) business days.
- (b) Notwithstanding 22.01(a), where the Centre is aware of a surplus consultant, consultant positions shall still be posted. The Centre shall contact any surplus consultant to advise them of any vacant or unfilled consultant posting. The surplus consultant is responsible for applying for any posted position for which they are interested in being considered. At the completion of the posting period for a consultant position, the Centre will either appoint a surplus consultant who has applied or conduct the competition.
- 21.02 Vacant, new or acting consultant positions anticipated to be of at least ninety-five (95) school days and known or ought reasonably to have been known before August 1st shall be posted.
- 21.03 Acting consultant positions, which are known to be for a period of less than ninety-five (95) school days, need not be advertised but will be filled by the Centre.
- 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 ninety-five (95) days the Centre will ask for an “expression of interest” from all current permanent teachers and consultants. The selection for the filling of the position remains at the discretion of the Centre, 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 Centre has advertised a consultant position and has not filled that position, the Centre shall notify the Chairperson of the NSTU-CRRC in writing of the reasons for not filling said position.

ARTICLE 22 – CONSULTANT SELECTIONS

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

22.02 For the purposes of deciding consultant 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 Centre

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 a consultant interview shall be provided a minimum of twenty-four (24) hours’ notice period prior to the interview.

22.05 The Centre shall confidentially maintain the names of the interviewed applicants, the applicable scores for each interviewed applicant and the resulting recommendation.

22.06 The Centre 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 Centre and the Union agree to participate cooperatively in the advancement of employment equity policies and procedures, including participation without prejudice on the Centre’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 Centre for Education 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, individuals with disabilities, LGBTQ individuals and women.

Employment Equity Competitions

- 23.03 When employment equity considerations apply to a position, the Centre shall identify in the posting the employment equity group(s) to which said considerations will apply.
- 23.04 In instances where one or more applicants has self-identified as being a member of one of the identified employment equity groups and where the identified employment equity group remains under-represented in comparable positions and/or where there are identified special needs at a particular location or for a particular position, the following special considerations shall apply:
- (a) If only one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the employment equity candidate shall be considered the recommended candidate.
 - (b) If more than one (1) employment equity candidate has been determined eligible by meeting the minimum requirements for qualifications, abilities and experience, the recommended candidate will be selected by the Centre to best meet the Centre's employment equity objectives.

ARTICLE 24 - SCHOOL CLOSURES

- 24.01
- (a) When the Centre 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 B pursuant to Article 19, 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 Centre 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 Centre for Education region. The Union may carry forward any unused days in a given year up to a maximum of fifteen (15) days (non-cumulative).
- 25.01 (b) In addition to the days provided in Article 25.01(a), the Centre 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 Centre 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 Centre 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 the Centre for disciplinary purposes.
- 26.02 Notwithstanding Article 26.01, any meeting called by the Centre 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 Centre 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 Centre will exercise its best efforts to follow a staffing formula that, in the Centre's best judgement, provides the most practicable pupil-teacher ratio within all schools, having regard for all circumstances. Subject to such constraints, the Centre shall continue to provide specialist services as circumstances will permit for the development of such programs.
- (b) The Centre, 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 Centre 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 System Development Supervisor.
- 28.04 Articles 28.01 and 28.02 are not grievable and nothing in this Article shall interfere with the Centre'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 Centre 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 Centre 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 Centre as circumstances require.
- 30.04 The Centre 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 Centre, 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 Centre, the Union and individual teachers.

ARTICLE 32- GENERAL

- 32.01 The NSTU and the Centre 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. Benefits as described in Article 10 – Sick Leave, Article 11.02 (care and comfort/serious family illness) and Article 11.04 (special leave with pay) will be calculated 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.
- 32.04 Wherever a named position (i.e. Regional Executive Director of Education, Director of Human Resources, 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"

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

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

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

FOR TEACHERS: Any fee applicable to completing this form should be billed directly to the Chignecto Central Regional Centre of Education.

Employee's Name: _____

| PHYSICAL (if applicable): | | | | <input type="checkbox"/> Not applicable | | | |
|---------------------------|-----------------|------------|------------|-----------------------------------------|-----------------|------------|------------|
| LIFTING | No restrictions | Occasional | Restricted | STANDING | No restrictions | Occasional | Restricted |
| Sedentary | | | | 1 hr – 2hr | | | |
| Light | | | | 2 hr – 4 hr | | | |
| Medium | | | | 4 hr – 6 hr | | | |
| Heavy | | | | 6 hr – 8 hr | | | |
| CARRYING | No restrictions | Occasional | Restricted | WALKING | No restrictions | Occasional | Restricted |
| Sedentary | | | | 1 hr – 2hr | | | |
| Light | | | | 2 hr – 4 hr | | | |
| Medium | | | | 4 hr – 6 hr | | | |
| Heavy | | | | 6 hr – 8 hr | | | |
| BENDING | No restrictions | Occasional | Restricted | L ARM USE | No restrictions | Occasional | Restricted |
| To desk | | | | Above Shoulder | | | |
| To the floor | | | | Below Shoulder | | | |
| CLIMBING | No restrictions | Occasional | Restricted | R ARM USE | No restrictions | Occasional | Restricted |
| Stairs | | | | Above Shoulder | | | |
| Ladders | | | | Below Shoulder | | | |
| SITTING | No restrictions | Occasional | Restricted | R HAND USE | No restrictions | Occasional | Restricted |
| 1 hr – 2hr | | | | General Tasks | | | |
| 2 hr – 4 hr | | | | Fine Control | | | |
| 4 hr – 6 hr | | | | Gripping | | | |
| SHOULDER MOVEMENT | No restrictions | Occasional | Restricted | L HAND USE | No restrictions | Occasional | Restricted |
| 1 hr – 2hr | | | | General Tasks | | | |
| 2 hr – 4 hr | | | | Fine Control | | | |
| 4 hr – 6 hr | | | | Gripping | | | |

| COGNITIVE (if applicable): | | | | <input type="checkbox"/> Not applicable | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Supervision of others: <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited <input type="checkbox"/> Unable to supervise <input type="checkbox"/> Not applicable | | Tolerance to deadlines: <input type="checkbox"/> Full abilities <input type="checkbox"/> Can occasionally meet deadlines <input type="checkbox"/> Unable to meet deadlines <input type="checkbox"/> Not applicable | | Attention and Concentration: <input type="checkbox"/> Full abilities <input type="checkbox"/> Can concentrate but needs regular breaks <input type="checkbox"/> Concentration on detail is severely limited <input type="checkbox"/> Not applicable | | Multiple tasks: <input type="checkbox"/> Full abilities <input type="checkbox"/> Can handle multiple tasks if given extra time to complete <input type="checkbox"/> Unable to multi-task <input type="checkbox"/> Not applicable | |
| Tolerance to external stimulus: <input type="checkbox"/> Full abilities <input type="checkbox"/> Can cope with distracting stimulus for portion of the day <input type="checkbox"/> Can only work in a quiet non distracting work environment <input type="checkbox"/> Not applicable | | Ability to interact with others: <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited ability to interact with others <input type="checkbox"/> Unable to interact with others <input type="checkbox"/> Not applicable | | Decision making: <input type="checkbox"/> Full abilities <input type="checkbox"/> Difficulty with planning, organizing and decision making <input type="checkbox"/> Unable to plan, organize and make decisions <input type="checkbox"/> Not applicable | | Working memory: <input type="checkbox"/> Full abilities <input type="checkbox"/> Some challenges with retention and recall of information <input type="checkbox"/> Significant challenges with retention and recall <input type="checkbox"/> Not applicable | |
| VOICE | <input type="checkbox"/> No Difficulty | <input type="checkbox"/> Occasional Difficulty | <input type="checkbox"/> Constant Difficulty | HEARING | <input type="checkbox"/> No Difficulty | <input type="checkbox"/> Occasional Difficulty | <input type="checkbox"/> Constant Difficulty |

Health Care Provider: The information provided in this document is true and based on my examination of the patient.

Signature: _____ Date: _____

Professional Designation: _____

Mailing Address: _____ Telephone & Fax Number: _____

APPENDIX "B"

CHIGNECTO CENTRAL REGIONAL CENTRE for EDUCATION

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.

| Applicants | Positions | Interview/Placed |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROUND A (Post Minimum 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 B. |
| ROUND B (Post Minimum 2 Days) | | |
| Permanent (including surplus and probationary declared surplus) who did not secure a position through an interview, term teacher on “390 day list”, early hire pool teachers and externals all apply. | All known: Vacant, unfilled, part-time and substitute to possible term are posted. | However, not all applicants are eligible for all positions posted. |
| Surplus | Vacant & unfilled | 1. First placement of surplus teachers into vacant and unfilled positions. Then; |
| Permanent who did not secure a position through an interview. | Vacant & unfilled | 2. Internal competition of permanent contract teachers for vacant and unfilled positions. Placement if only one qualified applicant. Then; |
| Early Hire Pool Teachers | Vacant & unfilled | 3. Placement of teachers in the “Early Hire Pool.” Then; |
| Term teachers on the “390 day list” | Vacant and unfilled | 4. “390 day list” teachers currently in 100% full year/full time position may be placed (discretionary) into a vacant or unfilled position where teacher is determined qualified and suitable for the position and where there is agreement of Teacher, Principal and Centre. Then; |
| Term Teachers on “390 day list” | Vacant, unfilled, part-time and substitute to possible term | 5. Internal competition of remaining “390 day list” teachers for full time positions. Those who do not win a competition will be placed into remaining positions (full time, part- |

| Applicants | Positions | Interview/Placed |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | time or substitute to possible term) where determined qualified and suitable. Then; |
| Term teachers not on “390 day list” | Part-time | 6. Terms teachers not on the “390 day list” currently working part-time may be placed (discretionary) where teacher is determined qualified and suitable for the position and where there is agreement of Teacher, Principal and Centre and where the position is within 20% of the part-time position the teacher held in the previous school year to a maximum of 90%. Then; |
| External | All remaining | 7. External Competition |
| ROUND C (Post Minimum of 2 Days) | | |
| Term Teachers on “390 day list” who did not secure a positions through interview and external. | All known: Vacant, unfilled, part-time and substitute to possible term are posted. | However, not all applicants are eligible for all positions posted. |
| Term contract teachers on the “390 day list” who did not secure a position through an interview and any remaining teachers from “Early Hire Pool” | Vacant, unfilled positions as a result of permanent teacher transfers in ROUND B | 1. Placement of term contract teachers on the “390 day list” who were not offered a placement in ROUND B and placement of Early Hire Pool Teachers not offered a placement in ROUND B. Then; |
| Term contract teachers on the “390 day list” who did not secure a position through an interview | Vacant and unfilled positions that arose as a result of a permanent teacher transfer in ROUND B | 2. Competition for term contract teachers on the “390 day list” who did not secure a position through an interview process in ROUND B for vacant and unfilled positions that arose for ROUND C as a result of a permanent teacher transfer in ROUND B . And; |
| External Applicants | Vacant, unfilled, part-time and substitute to possible term | 3. Competition for external applicants for all remaining positions (vacant, unfilled, part time and substitute to possible term). |
| EXTERNAL ROUNDS (Post Minimum of 2 Days) | | |
| External Applicants | Vacant, unfilled, part-time and substitute to possible term | First any teacher on the “390 day list” or Early Hire Pool not offered a position then 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 (permanent contract teachers, probationary contract teachers declared surplus in ROUNDS A & B and term contract teachers on the “390 day list” in ROUNDS B & C)

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 individualized 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 Centre

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.

(c) No Applicants Meeting Posted Requirements

Beginning in ROUND B, in rare circumstances where Human Resources has determined that there are no qualified and suitable applicants, an internal applicant(s) who does not meet the minimum posted requirements of qualifications and experience may be considered where they can demonstrate a proficiency to effectively deal with teaching situations likely to arise. Generally proficiency will be determined through the interview and reference check process.

Where an applicant who is not fully qualified is selected, the position will be filled in an acting capacity for one (1) year only.

(d) Limited Positions Including Ability

In limited circumstances, due to the nature and requirements of some positions, a pre-determined and posted minimum in each of three (3) criteria of qualifications, experience and ability must be established to be considered eligible. These positions require the teacher to have the ability to effectively deal with unique situations not typical in a regular classroom or specialist setting. Generally these positions will include those positions where a teacher's previous experience is markedly different than the situations they are likely to encounter in the posted position.

An internal applicant(s) who meets the minimum posted criteria of qualifications and experience will be considered eligible where they can demonstrate proficiency to effectively deal with teaching situations likely to arise. Where there are two (2) or more eligible candidates, they shall be 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 Centre

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.

Ability may be automatically deemed where there is only one (1) applicant who meets the posted minimums for qualifications and experiences and has previous successful experience in the same position being applied for.

External Competitions

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 Centre
- 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 Centre, if applicable.

Interviews

The Centre shall identify potential interview dates for positions on each posting. Where interviews are commencing, the Centre 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 their most recent supervisor, the candidate should be contacted, notified of the importance of the reference of their 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, Centre policy and procedures.

Offering the Position

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

Retention of Record

The Centre 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 Centre 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 eligible candidates have satisfactory reference checks
- All eligible recommended candidates turn down the offer of the position

In circumstances where the Centre determines it is impractical to proceed otherwise, the Centre 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 Consultant 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 situations that are likely to arise as demonstrated predominately through the interview and, to a lesser extent, the overall selection process.

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

1. 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 Centre

- 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, Centre policy and procedures.

Offering the Position

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

Retention of Record

The Centre 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 Centre 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 eligible candidates 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 Centre determines it is impractical to proceed otherwise, the Centre 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.