



# COLLECTIVE AGREEMENT

between the

**CONSEIL SCOLAIRE ACADIEN  
PROVINCIAL**

and the

**NOVA SCOTIA TEACHERS UNION**

August 1st, 2024 – July 31st, 2029



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Collective Agreement

**between**

**Le Conseil scolaire acadien provincial**, a school board, established pursuant to the *Education Act*, S.N.S. 1995-96, c.1. (the “CSAP”)

and

**The Nova Scotia Teachers Union**, a body corporate, established pursuant to Chapter 109 of the Statutes of Nova Scotia, 1968, *Teaching Profession Act*, S.N.S., 1968, (The “Union”).

## ARTICLE 1 – TERM OF AGREEMENT

1.01 Unless otherwise stated, the provisions of this Agreement shall be effective from the date of signing and shall remain in full force and effect until the thirty-first (31st) day of July 2029 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.

## ARTICLE 2 – DEFINITIONS

2.01 In this Agreement:

- (a) “Seniority” shall mean the years of last consecutive service on a permanent or probationary contract with the CSAP. For greater certainty, this shall mean date of hire with the CSAP on a permanent or probationary contract including deemed service under the Provincial Collective Agreement between the DEECD and the NSTU;
- (b) “Fiscal year” means the period from the first (1st) day of April in any year up to the thirty-first (31st) day of March in the next calendar year;
- (c) “School year” means the period from and including the first (1st) day of August in any year up to and including the thirty-first (31st) day of July in the next calendar year;
- (d) “Abilities” means the acquired proficiency to effectively deal with teaching situations and tasks which are likely to arise in classrooms, schools or Regional Offices;
- (e) “Agreement” means this professional agreement between the CSAP and the NSTU;

- (f) “Provincial Collective Agreement” means the professional agreement between the Department of Education and Early Childhood Development (DEECD) and the Nova Scotia Teachers Union (NSTU);
- (g) “CSANE” means the Conseil Syndical Acadien de la Nouvelle-Écosse which represents teachers under the employ of the CSAP;
- (h) “CSAP” means the Conseil scolaire acadien provincial;
- (i) “Superintendent of Schools” means a teacher appointed by the CSAP to be in charge of the school system;
- (j) “School” means, for the purposes of Article 10 (Seniority and Retention in the Event of a Staff Reduction) and Article 15 (Transfers), one or more buildings or part of a building, designated by the CSAP as a “school” and administered by a Principal as of the date of signing of this Agreement and any building or buildings under the administration of a Principal that may be constructed or realigned following the signing of this Agreement ;
- (k) “Member” means a person defined as a “teacher” in the Provincial Collective Agreement between the DEECD and NSTU and employed by the CSAP under a probationary, permanent, or term contract;
- (l) “Displaced member” means a surplus member who, following an opportunity to voluntarily transfer, has not obtained another teaching position of his/her choice for the ensuing school year and who is being placed in a teaching position through a CSAP initiated transfer;
- (m) “Surplus member” means a member on a permanent or probationary contract who, subject to program protection, is the least senior member in that school and who has no position remaining in that school for the following school year;
- (n) “Substitute” is a teacher or other qualified person engaged on a day-to-day basis to take the place of a member regularly employed as a teacher by an education entity;
- (o) “Experience” means teaching or work activities relevant to the position being considered and shall include, but shall not be limited to, the following: providing leadership to other members, committee work at the CSAP or provincial level or to a professional development component sponsored by the NSTU, education research, peer coaching, the development of curriculum/instructional projects, personal or professional development or other similar activities in related endeavours ;

- (p) “Qualifications” means the member’s certificate, degrees, major and minor areas of study and courses, including study in progress or completed, in specialized areas that may relate to teaching or the teaching/administrative assignment and shall also include, but shall not be limited to, the following: in-services ; conferences as provided for by regulations and agreements ; summer institutes as provided by the Department of Education and Early Childhood Development, the CSAP, the NSTU, universities or other recognized advocates of education ; and, short courses or personal study approved by the CSAP ;
- (q) “Working day” means any day except Saturday, Sunday, a statutory holiday, or any other official holiday recognized by the CSAP, or any other holiday recognized by this Agreement or by the DEECD-NSTU Provincial Collective Agreement, including break periods;
- (r) “Teaching position” means a position in a school or schools or a circuit position or a position at the regional level on an annual or semestered basis;
- (s) “Unfilled position” means a position for which there is an incumbent member, or a less-than-full-time position;
- (t) “Vacant position” means a position for which there is no incumbent member;
- (u) “Regional representation” means having members placed on committees under this Agreement representing each of the three (3) regions [Northern, Metro, Southern] of the province;
- (v) “Teaching assignment” means a teacher’s specific teaching responsibilities including the subject to be taught and the grade level for a school year or semester.

### **ARTICLE 3 – PRINTING OF AGREEMENT**

- 3.01 The NSTU is responsible for printing and distributing, in booklet form, sufficient copies of this Agreement.
- 3.02 The cost of printing shall be equally shared between the NSTU and the CSAP.

### **ARTICLE 4 – RECOGNITION**

- 4.01 The CSAP acknowledges and recognizes the Nova Scotia Teachers Union to be the exclusive bargaining agent for members employed by the CSAP.

### **ARTICLE 5 – SICK LEAVE**

- 5.01 Every full-time member shall be entitled to twenty (20) days of sick leave commencing August 1st of each school year. Part-time members shall receive a prorated amount of sick leave.

5.02 Notwithstanding clause 5.01, when a member who has been on unpaid sick leave resumes his/her duties, he/she shall be entitled to the sick leave days pursuant to clause 5.01 except that such days shall be calculated according to the percentage that the number of teaching and claimable days of the member is to the number of days in the school year.

5.03 Every member shall accumulate sick leave days to a total of one hundred and ninety-five (195) days in addition to the days granted pursuant to clause 5.01. For greater certainty, the maximum number of sick days that may be claimed shall be two hundred and thirty-five (235).

5.04 Accumulated sick leave shall not begin to be used until the current year's sick leave pursuant to clause 5.01, has been expended.

5.05 Accumulated days used shall be deducted from the accumulated total.

5.06 Where a member is employed by the CSAP, the CSAP shall credit the member, at the moment when he/she receives a permanent contract, with any accumulated sick leave as credited with the immediately preceding employing education entity in Nova Scotia, up to a maximum of one hundred and ninety-five (195) days. The member shall provide the CSAP a letter from his or her former education entity confirming the number of accumulated sick leave days.

5.07 Any member on a continuing contract and who has been employed by the CSAP for at least one (1) year and in a given school year has exhausted all his/her current annual and accumulated sick leave and is ill may request through the director of human resources an advance on sick leave from the next year's annual entitlement up to a maximum of ten (10) days.

5.08 A member shall be permitted to use up to forty (40) days of sick leave, if available, for leave of absence for pregnancy. The provisions of this clause shall be inoperative during the period of time that the benefit as provided for in Article 27 (Leave of absence for Pregnancy) of the Provincial Collective Agreement between the DEECD and the NSTU remains in effect.

5.09 A member on an unpaid leave of absence shall be considered to have continuous service, but sick days under clause 5.01 shall not accumulate and cannot be claimed during the leave.

5.10 A member under active treatment in a certified detoxification program or in the Alcoholism and Drug Rehabilitation Program covered under the Provincial Collective Agreement between the DEECD and the NSTU, shall be considered ill.

5.11 The total amount of sick leave to the credit of a member on a continuing contract who resigns or is terminated from the employ of the CSAP shall be reinstated if he/she returns to the employ of the CSAP within five (5) years.

5.12 It is recognized that sick leave is claimable for necessary medical and dental treatment of a member. However, it is understood that, whenever possible, all such appointments shall be made outside of school hours.

5.13 Members may be required to present a medical certificate from a licensed medical doctor if the illness is for more than five (5) consecutive days or if the CSAP has a reasonable basis to believe that an unjustified use of sick leave has occurred. The parties agree to use the request for medical information form as contained in Appendix A and such information shall be kept confidential pursuant to Article 12 (Teacher's Personal File) of the Provincial Collective Agreement between the DEECD and the NSTU.

## **ARTICLE 6 – SPECIAL LEAVE**

6.01 Bereavement

(a) A member shall be entitled to the following days of leave with pay following each death of the persons identified in 6.01 (a) (i), (ii) and (iii). These days of paid leave are normally taken immediately following the death. The member may choose to reserve part or all of this leave for the period surrounding the funeral or memorial service, provided the days are used no later than three (3) weeks following the date of death. If the burial or memorial service takes place more than three (3) weeks after the date of death, one (1) of the days of leave, along with any travel days provided for in clause 6.01 (b), may be taken on the date of the burial or memorial service.

(i) Eight (8) days leave for the death of a spouse, son, daughter (including stepchildren). The term “Spouse” is a defined pursuant to the laws of Nova Scotia.

(ii) Five (5) days in the event of the death of the following individuals (including members of the member’s family and their current spouse’s family): a parent (including a legal guardian), a current parent-in-law or a former parent-in-law from a previous union that produced the member’s children, a son-in-law or daughter-in-law, a brother or sister, a grandchild, a grandparent, or a great-grandparent.

(iii) Three (3) days in the event of the death of an uncle or aunt, a brother-in-law or sister-in-law, or a nephew or niece.

- (b) When the funeral or memorial service of a family member as defined in 6.01 (a) takes place at least 300 km away (in each direction), the member is entitled to one additional paid day off for travel. If the funeral or memorial service takes place more than 600 km away (in each direction), the member shall be granted a second additional paid day off for travel. For greater clarity, a member may only use the days granted in 6.01 (b) once per death.
- (c) A substitute classified as a regular member pursuant to Article 32 of the DEECD-NSTU Provincial Collective Agreement shall be entitled to the bereavement leave set out in clauses 6.01 (a) and (b).
- (d) When a CSAP employee, a CSAP student, or a volunteer at the member's school passes away and the funeral or memorial service is held on a school day, the Human Resources Department may grant up to one day of paid leave to a member who requests leave to attend. Such requests shall not be unreasonably denied. Reasonable grounds for refusal include the CSAP's ability to meet its operational requirements.
- (e) When a parent (including a guardian) of a student at the school passes away, upon request, the Director of Human Resources may grant up to one day of paid leave to a member representing the staff at the school to attend the funeral or memorial service.
- (f) At the request of a member, the Director of Human Resources may grant leave, up to a maximum of one day per year, to attend the funeral or memorial service of a friend.

6.02 Serious illness in the family

- (a) The Director of Human Resources shall grant up to five (5) days leave with pay for each serious illness to persons identified pursuant to clause 6.01 (a) (i) and (ii), except for in-laws from a previous union.
- (b) The Director of Human Resources shall be entitled to call for medical evidence in support of any claim for leave based on serious illness to confirm the severity of the illness.

6.03 Urgent or imperative reasons

- (a) The immediate supervisor may grant up to five (5) days of paid leave per school year for urgent or imperative reasons, as follows:
  - (i) A Member's absence on a regular school day because a public carrier on which the member is due to travel changes its transportation schedule due to unforeseen circumstances. In such a case it shall be incumbent upon the member to produce documentation to substantiate the claim.
  - (ii) Where no reasonable alternative is available, the member's absence to provide care for his/her child (including stepchildren), for his or her spouse or

parents. This includes requests to attend medical appointments that cannot be scheduled outside of the workday or to provide end-of-life care for persons covered by this Article. Such requests shall not be unreasonably denied.

(iii) A member may request a leave of absence immediately after having a miscarriage. Such request shall not be unreasonably denied.

(iv) A member whose spouse has suffered a miscarriage may request leave immediately after the miscarriage. In this case, a maximum of one (1) day shall be granted. Such request shall not be unreasonably denied.

(b) At the discretion of the Director of Human Resources, other urgent or imperative reasons may be considered. These days shall be included in the total of five (5) days granted pursuant to clause 6.03 (a).

6.04 Other special leave

(a) When a substitute is required to attend court proceedings on behalf of the CSAP, these days shall be claimable days.

(b) A member shall be granted special leave up to ten (10) days paid leave if they are a living organ donor or bone marrow donor. The leave will allow the member time to undergo testing, obtain professional advice, attend consultations, and go through the extraction and the recovery.

(c) A member may apply to the Director of Human Resources for two (2) days of leave with pay per year to participate in a significant ceremony or festival of an established and recognized religion.

(d) In its discretion, the Director of Human Resources shall grant one (1) day leave with pay per year for personal reasons that cannot be addressed at a time other than during a school day.

## **ARTICLE 7 – LEAVE OF ABSENCE**

7.01 (a) The CSAP shall grant a one (1) year leave of absence without pay to any member who applies for such a leave and has a permanent contract with the CSAP since at least three (3) years.

(b) A member who has been granted such a leave must return to work for three (3) consecutive years before becoming eligible again pursuant to clause 7.01, except in exceptional circumstances approved by the Director of Human Resources.

7.02 (a) Notwithstanding clause 7.01, the CSAP shall grant up to a maximum of twenty (20) leaves of absence (seven (7) leaves of absence in the Southern Region, eight (8) leaves of absence in the Metro Region and five (5) leaves of absence in the Northern Region) in each academic school year.

(b) Notwithstanding clause 7.02 (a), the CSAP may limit the number of leaves of absence in a school in one (1) academic school year to not more than two (2) full year leaves of absence.

(c) Where the right in clause 7.02 (a) and clause 7.02 (b) is exercised by the CSAP, the CSAP shall justify the decision on the request of the NSTU.

(d) In appropriate circumstances, the Director of Human Resources, at his or her discretion, may exceed the maximums established in clause 7.02 (a).

7.03 The CSAP may grant an additional year's Leave of Absence to any permanent contract member on Leave of Absence.

7.04 Applications for leave of absence of one (1) year shall be submitted in writing to the Director of Human Resources on or before March 1st of the school year prior to the one in which the leave is desired. The reply shall be provided by April 1st. All applications submitted after the deadline may be considered at the discretion of the Director of Human Resources.

7.05 (a) A leave of absence of less than one (1) year shall be granted at the discretion of the Director of Human Resources. Applications for a leave of absence of less than one (1) year shall be made in writing at least one (1) month prior to the anticipated date of commencement. In exceptional circumstances, the Superintendent may grant a leave with less than one (1) month notice.

(b) When requested, the Superintendent shall provide reasons in writing justifying the refusal of leave pursuant to clause 7.05 (a).

7.06 Applications for leave of absence for the purpose of serving as an official of a teachers' professional organization shall be submitted on or before April 15th of the school year prior to the one in which leave is desired.

7.07 A member on a leave of absence over a full school year must notify, in writing, the Director of Human Resources on or before March 1st of his or her intention to return to active teaching for the ensuing school year. Failure to notify before March 15th will remove the right of the member to be placed pursuant to clause 7.09. Failure to notify before May 15th will relieve the CSAP of the obligation to offer such a member a position for the ensuing school year.

7.08 (a) All benefits of the member shall be suspended while they are on leave of absence but shall be reinstated when the member resumes teaching for the CSAP.

(b) Notwithstanding clause 7.08 (a), members shall retain the accumulation of their retirement allowance benefit while on leave.

7.09 Upon return from a leave of absence, a member shall be reinstated:

(a) to the same teaching position but not necessarily the same teaching assignment, held immediately prior to going on leave of absence.

(b) if the teaching position no longer exists, the member shall be treated in the same manner as he/she would have been treated but for the leave of absence.

(c) or to a teaching position mutually agreed upon by the teacher and the CSAP.

7.10 Any member elected as a Member of Parliament or Member of the Legislative Assembly or as a Municipal Representative shall, upon request, be granted an unpaid leave of absence for the period of time so elected.

## **ARTICLE 8 – UNION RELEASE TIME**

8.01 The CSAP shall provide a bank of twenty (20) days each school year with pay for CSANE to carry out their duties of office. The CSANE shall advise the Director of Human Resources in advance when days are required to be used by a member.

8.02 In addition to the days provided for in clause 8.01, the Superintendent may allow CSANE to allocate additional days to members to perform their duties of office provided that the NSTU pays to the CSAP the actual cost of the replacement teacher(s).

8.03 Days as provided for in clause 8.01 and clause 8.02 are days in addition to paid days claimed under clause 31.02 (iv) of the Provincial Collective Agreement between DEECD and NSTU or when the CSAP or an agent of the CSAP requests a meeting with members.

8.04 (a) Up to five (5) days pursuant to clause 8.01 which are unused in one (1) school year shall be carried forward to the next school year.

(b) Notwithstanding clause 8.04 (a), the maximum number of days above the bank in clause 8.01 which CSANE may accumulate for union release time shall be five (5) days.

8.05 The CSAP and the NSTU shall work cooperatively to ensure that days used by the NSTU (CSANE) pursuant to these articles are used in such a way as to minimize disruption to students provided that, without the permission of the human resources executive, no member may use more than ten (10) days in any school year.

8.06 At the request of the NSTU made prior to March 1st, the CSAP shall release 20 percent of the President of CSANE's time for union duties during each school year, provided the following conditions are met:

- (a) The 20 percent position is filled prior to the start of the school year in September. If the position is not filled before the start of the school year, the President shall work 100 percent in their regular position, and the position shall remain posted until it is filled.
- (b) The staffing procedures for the tasks assigned to the president shall be respected, which may require task adjustments.
- (c) The CSAP shall continue to pay the President's salary and benefits during their term of office. The NSTU shall reimburse the CSAP for the full cost of replacing the President. Any other costs incurred in relation to this union time shall be the responsibility of the NSTU.
- (d) The parties agree that the contract of the member replacing the 20 percent may be renewed by mutual agreement without reposting the position.

## **ARTICLE 9 – MEMBER EXCHANGE**

9.01 Permanent contract members desiring one (1) year exchanges within the CSAP may apply in writing to the Director of Human Resources prior to February 15th.

9.02 Members shall be responsible for finding their exchange partner, whose name must be confirmed in the application.

9.03 In order to encourage member exchanges, the human resources executive shall guarantee members entering into an exchange reinstatement to the position held prior to the exchange or, in the event said position is phased out, a position mutually agreed upon.

9.04 All member exchanges shall be subject to the approval of the Director of Human Resources and the applicants shall be notified by March 15th. The Director of Human Resources shall provide the reason(s) for the refusal to members that made an application.

9.05 For an exchange agreement to continue for a second year, an application must be made to the Director of Human Resources by April 15th. If all parties agree, the exchange may continue a second year.

9.06 (a) For an exchange to become permanent, where an exchange has continued for two (2) consecutive years, an application must be made to the human resources executive by February 15th of the second (2nd) year. If all parties agree, the exchange shall become permanent.

(b) Notwithstanding clause 9.06 (a), a member's exchange may be made permanent at the end of the first school year provided that the exchange members are in mutual agreement and permission has been received, in writing, from the Director of Human Resources.

9.07 If a permanent contract exchange partner is determined to be surplus in the region and scheduled for lay-off and/or surplus in a school pursuant to Article 11 (Staffing and security of position in the event of a staff surplus), then the exchange arrangement shall be null and void.

## **ARTICLE 10 – SENIORITY AND RETENTION IN THE EVENT OF A STAFF REDUCTION**

### Seniority

10.01 Seniority shall be computed in the following manner:

- (a) years of consecutive service with the CSAP, including all deemed service in accordance with the Provincial Collective Agreement between DEECD and the NSTU;
- (b) should the years pursuant to clause 10.01 (a) be equal then total years of service with the CSAP;
- (c) should the years pursuant to clause 10.01 (b) be equal, then total years of service in the Province of Nova Scotia;
- (d) should the years pursuant to clause 10.01 (c) be equal, then the total teaching service credited by the Nova Scotia Department of Education and Early Childhood Development shall be used for the sole purpose of breaking a tie; and
- (e) should the tie remain, then the Director of Human Resources will use the lowest digit(s) of each professional number proceeding from the tens place until the tie is broken.

10.02 Seniority shall continue to accumulate:

- (a) during a member's absence as described in the Regulations under the *Education Act* or Provincial Collective Agreement between DEECD and the NSTU;
- (b) during a leave of absence with pay;
- (c) during the holding of an administrative position with the CSAP;
- (d) during the period provided for a maternity leave and adoption leave;
- (e) during a leave of absence without pay of less than one (1) year;
- (f) during an educational leave with pay;

- (g) during a member absence with pay due to sickness or accident;
- (h) during the period of time that a member is on the Re-employment list pursuant to clause 10.09 of this Agreement; and,
- (i) in all other cases for which a professional agreement between the NSTU and the CSAP expressly provides.

10.03 Seniority shall be lost for any one of the following reasons:

- (a) resignation of the member;
- (b) dismissal which is uncontested or is confirmed by an appeal council;
- (c) in the case of a probationary member when the member is dismissed because the CSAP so chooses and not for reasons of staff reduction; or
- (d) the passing of more than three (3) years since the non-reassignment of a teacher due to staff reduction.

10.04 Any change in legal structure of the CSAP shall have no effect on the seniority of a member who was in the employ of the CSAP at the time of such change. The seniority of any member so affected shall be the same as it would have been had such modification not taken place.

10.05

- (a) The Director of Human Resources shall develop and maintain an up-to-date written seniority list (each year). The seniority list shall include the names of all permanent and probationary contract members consecutively employed by the CSAP.
- (b) The final and conclusive seniority list in clause 10.05 (a) shall be posted or circulated in each school no later than January 31st of each year.
- (c) Before the seniority list is finalized and posted or circulated as provided for in clause 10.05 (b), the seniority list with all new permanent and probationary members not on the previous year seniority list shall be made available to CSANE by November 15th. The NSTU shall consult with the members to allow for verification by the members of their positioning on the seniority list.
- (d) Where there is a conflict or disagreement in the positioning of the member on the tentative seniority list, such conflict or disagreement must be identified in writing by the member or the NSTU no later than December 15th of each year and if no conflict or disagreement is raised by that date, then the changes shall be made to the seniority list and the list shall be deemed to be accurate.
- (e) Only changes made to the initial lists since the last posting or circulation shall be grievable. The resulting lists shall be conclusive evidence of seniority of permanent and probationary contract members as employed by the CSAP.

## Retention

10.06 Where it is necessary to invoke staff reduction it shall be accomplished whenever possible by natural attrition. Staff reduction shall not be invoked to release members liable to dismissal for cause.

1.07 If staff reduction is necessary, members shall be retained by the CSAP as follows:

- (a) firstly, permanent contract members, in accordance with the seniority list pursuant to clause 10.05 (a); and
- (b) secondly, probationary contract members, in accordance with the seniority list pursuant to clause 10.05 (a).

## Procedures

10.08 (a) Members directly affected by staff reduction shall be informed by the Director of Human Resources or a member of the management team as soon as a firm decision is made.

(b) The CSAP shall provide a suitable letter outlining the reasons for any member leaving the employ of the CSAP because of staff reduction.

(c) The CSAP shall maintain a Re-employment list of all teachers formerly employed by the CSAP who remain unemployed because of staff reduction. However, it shall be the duty of the teacher to advise the CSAP of all changes in address and failure to do so will constitute a waiver on the part of the teacher to the right to be employed during the time the address is inaccurate.

(d) Positioning of a member on the list pursuant to clause 10.08 (c) shall be based on the seniority of the member at the time of staff reduction;

- (i) firstly, permanent contract members in order of seniority;
- (ii) secondly, probationary contract members in order of seniority.

(e) Teachers on the Re-employment List, according to their position on the list, shall be given first opportunity to fill positions that subsequently become open or are created within the system under the jurisdiction of the CSAP, provided they are qualified, in the opinion of the CSAP, to fill the position.

(f) Teachers on the Re-employment list shall be offered positions as they become available in the following order:

- (i) firstly, vacant positions;
- (ii) secondly, full-time unfilled positions;
- (iii) thirdly, part-time unfilled positions.

(g) A teacher's name is removed from the list:

- (i) when the teacher accepts full time employment as a

teacher; and

(ii) when a teacher has been laid off for a period of three (3) years and is not re-employed by the CSAP.

10.09 Teachers unemployed because of staff reduction shall be placed on the list of active substitutes and are to be given preference when substitutes are required, provided they are qualified to fill the position.

### Programs

10.10 (a) If the Director of Human Resources is of the opinion that the member, who is to be laid off in accordance with the seniority provision, is necessary to retain a full complement of members in a program, he/she may designate that member as being essential to the program.

(b) In the event that the NSTU does not agree with the Director of Human decision, then a committee of two (2) members of the NSTU, two (2) members of the CSAP management team and the Regional Education Officer shall meet within ten (10) days to discuss the Director of Human Resources' decision and resolve the matter.

(c) If a member is deemed necessary to maintain a full complement of members in a program, the next member, in accordance with the seniority list, shall be terminated unless there is a member in the system holding a permanent contract with greater seniority who is prepared to take further training for the position for which the member was deemed necessary for a full complement of members within a program.

(d) The Superintendent shall, upon the request of the member who is prepared to take further training, grant a leave of absence without pay to enable the member to complete the appropriate training, as determined by the CSAP, after consultation with the member. The CSAP shall act in a reasonable manner when determining the appropriate training.

(e) If a member accepts further training, then the member who was deemed necessary shall remain in the position until such time as the member who is undergoing further training returns to the system provided the retrained member is then immediately able to fill the requirements of the position.

## **ARTICLE 11 – STAFFING AND SECURITY OF POSITION IN THE EVENT OF A STAFF SURPLUS**

11.01 (a) Before the first round of transfers each school year, the CSPA shall formulate a probable staffing proposal for the following year, said proposal to indicate the manner in which the CSPA intends to staff its schools and the allocation of teaching personnel and specialists to schools and offices. The probable staffing proposal shall identify all vacant or unfilled positions which are then known or reasonably foreseen.

(b) In preparing the staffing proposal the Director of Human Resources may designate a member as being essential to a program if necessary to retain a full complement of members in that program; and

(c) A member placed as a result of the designation of another member under this Article shall be considered to be in his/her original position for purposes of placement at the end of the school year. If the placements are mutually agreeable to the two affected members, both placements shall be made permanent.

11.02 Before the first round of transfers each school year, the Director of Human Resources and the three (3) CSANE representatives on the Management-Staff Committee shall meet to review the probable staffing proposal. The Director of Human Resources shall fairly consider any proposal made by the NSTU to meet the need through voluntary transfers.

11.03 The CSAP shall each year declare and demonstrate that it has a surplus or deficit of members for the following school year. Part of said demonstration shall be that such surplus or deficit exists in each school.

11.04 Surplus members pursuant to clause 11.03 shall be notified in writing by the Director of Human Resources once the probable staffing formula has been reviewed.

11.05 Where surplus members are shown to exist in a school, the surplus shall be resolved in accordance with the following procedure:

(a) The Director of Human Resources, through the school principals, shall post in each school a list of all vacant and unfilled positions.

(b) The Director of Human Resources shall then request volunteers to transfer to vacant and unfilled positions in other schools.

(c) With the mutual agreement of the Director of Human Resources and a member, a member shall transfer to a vacant or unfilled position in another school.

(d) (i) If there still are surplus members in a school after the implementation of clause 11.05 (b) and (c), surplus members shall be identified by seniority, subject to

program protection as provided for in clause 11.01 (b) and shall be offered transfers to other vacant and unfilled positions for which they are qualified.

(ii) If the transfer causes undue hardship, the member may request and the CSAP grant a one-year leave of absence with uninterrupted seniority, from the position to which they are assigned, and the member's name will be placed on the Re-employment List for a period of up to three (3) years.

11.06 All transfers to vacant full-time positions accomplished pursuant to clause 11.05 shall be permanent.

## **ARTICLE 12 – TEACHER ASSIGNMENT**

12.01 Prior to the allocation of teaching assignments for the upcoming school year, the Principal shall:

(a) Provide written notice to all members on a permanent or probationary contract of any new assignments that will be added at the school for the upcoming school year;

(b) Consult all members on a permanent or probationary contract by requesting that they submit their assignment preferences in writing, ranked in order of priority. When submitting their preferences, members must take into consideration all possible assignments.

12.02 The Principal shall inform each member on a permanent or probationary contract, in writing, of their teaching assignments for the upcoming school year, as defined in Article 2 (Definitions), prior to the first round of transfers, as defined in Article 15 (Transfers).

12.03 (a) Following the first round of transfers and prior to the second round, any newly available assignments may be allocated within the school, taking into account the preferences submitted during the consultation described in clause 12.01.

(b) If the member affected disagrees with the allocation of these newly available assignments, they shall be entitled to meet with the Director of Human Resources or their delegate, accompanied by a union representative (either the President of CSANE or a member of the NSTU executive). The decision of the Director of Human Resources shall be final.

12.04 The Superintendent may change an assignment after the second round of transfers, as defined in Article 15 (Transfers), provided they can demonstrate the need for such a change. Where a change in assignment is made, the member shall have the right to request and receive in writing the reasons for the assignment change.

12.05 (a) The Superintendent may assign a member to a particular subject area and grade level up to three (3) years in advance of said assignment taking effect so as to afford the member an opportunity to undertake appropriate professional development.  
(b) If the member disagrees with the proposed assignment, then the member shall, within the first year, notify the CSAP in writing and the assignment may be given to another member.

12.06 If a teaching assignment changes by 50% or more, at the request of the CSAP, after the first day of class with students in the current school year or semester, the member shall be entitled to up to one (1) day of preparation time.

### **ARTICLE 13 – POSITIONS TO BE FILLED**

13.01 All vacant and unfilled positions created in the system, including during the summer period, are posted and described as vacant or unfilled in the employment section of the CSAP website by Human Resources for a minimum period of three (3) working days. In the case of a three (3) day posting, the closing date shall fall on a working day, except during the summer period. Vacant positions shall also be sent to all staff members through the weekly memo or other electronic communication.

13.02 Positions shall be filled in accordance with Article 14 (Priority Order for Staff Placement). Where the final selection is between two internal candidates who, in the opinion of the Director of Human Resources are equally qualified and competent, seniority shall be the deciding factor.

13.03 Where posted qualifications and job description for a position have been significantly altered, the position shall be reposted.

13.04 In filling vacancies, the CSAP shall consider applications that adhere to its application procedures. If a vacancy is not filled from the original applicants, and the CSAP still wishes to fill the vacancy, it will be posted again.

13.05 To minimize disruption to students during the school year, the parties agree that where the CSAP determines there is a vacancy in a teaching or supervisory position which occurs after the twentieth (20th) teaching day of the school year, the CSAP may fill the permanent teaching vacancy or the supervisory position on a temporary basis. The permanent vacancy will then be posted in sufficient time for the filling of the position prior to the commencement of the next school year.

13.06 (a) A recruitment and selection process, including interviews, shall be followed for the following positions only:

- (i) positions that receive an administrative allowance pursuant to Article 44 of the DEECD-NSTU Provincial Collective Agreement;
- (ii) teacher mentor positions related to pedagogical innovation; and
- (iii) any other position mutually agreed upon by both parties.

(b) Applications shall be evaluated on the following criteria: education, skills and experience. Where a choice must be made between two internal candidates who, in the opinion of the Director of Human Resources, have equivalent education and skills, seniority shall be the determining factor.

#### **ARTICLE 14 – PRIORITY ORDER FOR STAFF PLACEMENT**

14.01 Permanent contract members presently in the employ of the CSAP shall be given priority in filling all vacant and unfilled positions within the system provided they possess the necessary qualifications. The CSAP shall fill positions in the following order of priority from among the applicants:

- (a) any member who has in the previous school year been transferred pursuant to clause 15.11 (a) shall be offered any vacant or unfilled position at his/her original school;
- (b) Any member who has been declared surplus according to the provisions of clause 11.05 and members who cannot be placed after school closures and re-alignment pursuant to clause 15.15 shall be offered any vacant or unfilled position;
- (c) members who have made a transfer application according to clause 15;
- (d) members on the re-employment list shall be placed according to the provisions of clause 10.08 (e);
- (e) members with recall rights, according to the order established in Article 16 (Term recall);
- (f) transfers initiated by the CSAP according to the provisions of clause 15.10;
- (g) “early-hire” members are placed;

(h) external candidates are hired.

## **ARTICLE 15 – TRANSFERS**

15.01 Except for provisions of Article 11 (Staffing a security of position in the event of a staff surplus), the Director of Human Resources may transfer members from one school to another only by mutual agreement of the member and the Director of Human Resources.

15.02 Transfers necessitated by Article 12 (Teacher assignment) shall be completed before voluntary transfers are considered.

### **Member Initiated Transfers**

15.03 Permanent members and members on a Probationary 2 contract who will be granted a permanent contract at the start of the following school year are eligible to request a transfer prior to June 1st by applying in accordance with the timeline and procedures outlined in the job posting.

15.04 A member who is eligible pursuant to clause 15.03 may request a transfer to an unfilled position, provided the position is for a full school year. A position will be held for that member within their region. At the end of the transfer period, the following process shall apply for placing the member:

- (a) The member may participate in the transfer rounds.
- (b) If the member does not obtain a position after the first two rounds of transfer, they shall notify the Director of Human Resources. At that time, the member is encouraged to indicate their preferences for the following school year.
- (c) No later than June 30, the CSAP shall place the member in a position within their region, or elsewhere by mutual agreement, taking into account the preferences expressed by the member.

15.05 There shall be at least two (2) rounds of transfers up to June 1th.

15.06 As of June 1st:

- (a) Members who have received a transfer offer resulting from any of the rounds held up to that point may no longer apply for positions until the transfer rounds scheduled for the following school year, except for positions under clause 13.06, unless exceptional circumstances exist, or at the request of the CSAP.
- (b) Members who have not received a transfer offer during the rounds held to date, or an offer under clause 13.06 during the current school year, may continue to apply for posted positions up to June 15 of the current school year. After June 15, members may continue to apply for positions posted under clause 13.06.

15.07 Members who request a transfer to any of the available positions shall be accommodated based on system seniority, if qualified. Notwithstanding system seniority, regional seniority as per clause 15.13 (c) shall prevail.

15.08 The CSAP shall inform the NSTU, in writing, of the names of all members who request a voluntary transfer and who are granted a voluntary transfer pursuant to Article 15.

#### CSAP Initiated Transfers

15.09 The Director of Human Resources or his/her designate shall meet with the President of CSANE or his/her designate to discuss all CSAP initiated transfers, and the opportunity shall be given to both parties to make mutually agreed alterations.

15.10 Where a surplus member has not been placed and prior to the Director of Human Resources recommending a CSAP initiated transfer, the Director of Human Resources:

- (a) shall contact the member and arrange a mutually agreed upon consultation meeting date;
- (b) said meeting dates shall be within five (5) working days of the initial contact;
- (c) the consultation meetings shall be in person;
- (d) the member's wishes, place of residence, academic qualifications and past transfer record shall be given due consideration.

15.11 (a) In instances of CSAP initiated transfers necessitated by application of the staff reduction policy or program protection, the member transferred shall be offered the first available position for which he/she is qualified which becomes vacant at his/her original school.

(b) Such opportunity shall exist for a period of one (1) year from the time when the transfer was made effective.

15.12 Members who are transferred at the CSAP request after the last day of the summer break shall be granted a reasonable time as determined by the Director of Human Resources, free from teaching and supervisory duties, without loss of salary or benefits in order to effect the transfer.

15.13 Notwithstanding the provisions of Article 15 (Transfers) and Article 11 (Staffing and security of position), the CSAP shall give first consideration and priority in all CSAP initiated transfer situations to place members according to the following:

- (a) firstly, to a school closest to the members residence;

- (b) secondly, within the CSAP geographical area where the members were formerly employed; Such regions were recognized as boards prior to the merger;
- (c) thirdly, within the member region (Northeastern region, the Central region and the Southwestern region);
- (d) fourthly, within the system.

15.14 If a member is transferred to an unfilled position at the request of the CSAP, a position (although not necessarily the same assignment) shall be held for them at the school where they were employed prior to the transfer.

#### School Closures and Re-alignments

15.15 In the event that school construction or school realignment results in the closure of a school or part of a school the following shall apply:

- (a) when an entire school is to be closed and replaced by another school, members shall be transferred with their assignment to the new school;
- (b) when an entire school is to be closed and replaced by two or more other schools, the members shall be transferred with their assignment to the other schools and the school to which an individual member is transferred shall be that school where, based on the current teaching assignment, the member has been spending the greatest percentage of his or her time with the grades to be transferred from the current school ;when only a partial school closure occurs, the members transferred shall be those members who, based on current assignments, have been spending the greater percentage of their time with the grades transferred ;
- (c) the members transferred in accordance with the provisions of this Article shall be placed in a similar position in the new school or if a similar position does not exist, a mutually agreed upon position at the new school; and
- (d) members may be considered surplus at the new school in accordance with Article 1 (Staffing and security of position).

Individual designations made pursuant to this Article may be reviewed by the Management-Staff Committee which will make every reasonable effort to resolve all designations.

## **ARTICLE 16 – TERM RECALL**

16.01 Following the placement of surplus members under Article 11 (Staffing and security position in the event of staff surplus), and the transfer of members under Article 15 (Transfers), all remaining vacant and unfilled positions shall become available within the region for the purpose of recalling term contract members. Every reasonable effort will be made to begin this process no later than one (1) week following completion of the two first rounds of voluntary transfers pursuant to Article 15 (Transfers).

16.02 Consideration and preference for available positions will be given to members with term contracts in the following order, provided they have the training, experience, abilities, and skills required to meet the demands of the position, in the opinion of the Director of Human Resources:

- (a) Right of recall “A” – A full time term contract member employed with two (2) or more immediately preceding consecutive years of service with the CSAP will be placed
- (b) Right of recall “B” – Term contract members who have not been placed, for other than just cause, and who have a minimum of one hundred and seventy-five (175) days of term service in each of two (2) consecutive years or a cumulative total of at least three hundred and ninety (390) days in more than two (2) consecutive years will be placed
- (c) Right of recall “C” – Members on a term contract with the CSAP within the past fifteen (15) months shall be placed.

16.03 Members with a right of recall “A”, as defined in paragraph 16.02 (a), who, in the opinion of the Director of Human Resources, possess the necessary training, experience, skills and competencies, and who received a position identified as permanently vacant in the third round, or during one of the subsequent rounds during the current school year, shall receive a permanent contract beginning on August 1st of the following school year.

16.04 (a) A member who has been hired pursuant to a term contract for the ensuing school year will only be considered for subsequent postings during the current school year if it is:

- (i) for a vacant position; or
- (ii) in the case of a member on a part-time contract, for a contract that increases their workload by at least 20%; or
- (iii) in the case of a member on a part-time contract, for one or more additional, separate contracts to be added to the member’s existing part-time contract for the upcoming school year without affecting it.

(b) At their discretion, the Director of Human Resources may consider an application for other reasons or at other times.

## **ARTICLE 17 – TEACHER IN CHARGE**

17.01 A member may be appointed by the Superintendent or their agent as a Teacher in Charge in accordance with this Article.

17.02 In the event that a member of the administrative personnel assigned to the school is absent from the school, the Teacher in Charge may be requested by the Employer to assume the duties specified in this Article.

17.03 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergency matters as they may arise, with required assistance from the staff of the CSAP regional offices.

17.04 Where absences of administrative personnel continue for more than five (5) consecutive days, the Teacher in Charge will assume all administrative duties, excluding only evaluation of instruction and personnel.

17.05 Whenever possible, the Teacher in Charge shall be selected from those members who have expressed an interest in performing this function. A member has the right to refuse to act as a Teacher in Charge except where the school would otherwise be left unattended.

(a) When the Principal or Vice-principal is absent for more than ten (10) consecutive days, the interim assignment shall be filled internally, where possible. Accepting such an interim assignment may affect a member's union status. It is the member's responsibility to consult with Human Resources or the NSTU before accepting such an assignment.

(b) If it is not possible to fill the position internally, the CSAP may assign a member from another school.

17.06 Where the appointment of a Teacher in Charge is less than one (1) day a substitute teacher may be provided, but where the appointment is for one (1) or more days a substitute teacher shall be provided to relieve the Teacher in Charge of regular teaching duties.

## **ARTICLE 18 – RIGHT TO UNION REPRESENTATION**

- 18.01 Before any meeting with supervisory or administrative personnel that concerns, or could potentially concern, disciplinary matters involving the member – as described in clause 18.03 below – the CSAP shall inform the member of their right to union representation and shall provide a reasonable amount of time for the member to consult with a representative from the central office of the NSTU before the meeting takes place.
- 18.02 Notwithstanding clause 18.01, any meeting called by supervisory or administrative personnel and which becomes disciplinary in nature shall cease and the member shall be given the opportunity to have a Union representative present at the ensuing meeting.
- 18.03 An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of a written warning, reprimand, a suspension or the dismissal of the member. Any interview which does not intend any of the aforementioned procedures shall not be considered a meeting for disciplinary purposes. The member shall also be entitled to union representation at grievance meetings.

## **ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

- 19.01 The CSAP, the NSTU and the teachers agree to cooperate in the prevention of accidents and the promotion of health and safety. All parties agree to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act* and its Regulations.
- 19.02
  - (a) The CSAP shall provide substitute teachers, where necessary, to replace Occupational Health and Safety Committee members who are receiving training as part of their duties as members of the Occupational Health and Safety Committee.
  - (b) Training programs pursuant to clause 19.02 (a) must be approved by the Director of Human Resources.
- 19.03 By September 30 of each year, a list of employees at the worksite who are trained in first aid shall be shared by the Joint Occupational Health and Safety Committee (JOHSC) with the staff at that worksite. This list shall indicate the type or level of certification, as well as the expiry date of each qualified individual's certification.
- 19.04 At least one member at each worksite shall be trained in first aid. This training shall take place on one of the school calendar days and shall be paid for by the CSAP.

## **ARTICLE 20 – MANAGEMENT-STAFF COMMITTEE**

- 20.01 The CSAP and the NSTU shall establish a Management-Staff Committee consisting of up to three (3) members appointed by CSANE and up to three (3) representatives of the CSAP's management team. A representative of the CSAP and a representative of the NSTU shall be named co-chairs, and they shall take turns chairing Committee meetings.
- 20.02 By establishing a discussion forum, the Committee shall strive to promote good communication and efficient working relations between the parties. The Committee shall have no power to make decisions, nor shall it be able to take on the usual function of the grievance or collective bargaining procedures between the parties.
- 20.03 The meetings of the committee shall take place at least three (3) times per year. One (1) of the meetings may take place outside of regular instructional hours. Two of the meetings shall be held in person, normally in the fall and spring. One of the meetings will normally include a discussion on staffing. The parties shall set meeting dates for the school year before September 30th. Furthermore, the Committee shall determine its own procedures by mutual agreement of the Committee members.
- 20.04 A meeting of the Committee above the number designated in clause 20.03 may be called by either party provided there is at least two (2) weeks notice and that the date of the meeting is mutually agreeable to both parties.
- 20.05 The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting, but with the consent of the parties, any additional matter may be added to the agenda of the meeting.
- 20.06 The notes from each meeting are made available within five (5) business days following the meeting. Committee members have up to five (5) business days after the notes are made available to suggest corrections.
- 20.07 The Committee discussions may include, but shall not be limited to:
  - (a) Class climate, including violence against members;
  - (b) Initiatives of the DEECD that are relevant to the CSAP;
  - (c) Initiatives stemming from the CSAP's strategic planning;
  - (d) Opportunities for collaboration between the employer and teachers;
  - (e) Strategies for implementing changes and the necessary support;
  - (f) Members' first aid training; and
  - (g) Members' workload.

## **ARTICLE 21 – VIOLENCE AGAINST MEMBERS**

- 21.01 The parties acknowledge that good behaviour management practices are essential to educational achievement and a positive school climate. Further, acts of violence and/or abuse in the school are not acceptable. The parties will act in an expeditious and appropriate manner in dealing with breaches of code of conduct.
- 21.02 The parties recognize the responsibility of members and principals to keep a healthy climate in their schools.
- 21.03 When a breach of the Code of conduct is not resolved at the school level, a member shall have the right to address the concern with a union representative with the Superintendent of the Region.
- 21.04 The case being, the Management-Staff Committee shall address procedures to ensure the prompt reporting of incidents of violence, the gathering of relevant information, and appropriate follow-up after a report is made.

## **ARTICLE 22 – LANGUAGE OF NEGOTIATIONS**

- 22.01 During negotiations between the two parties, the language spoken at the table shall be French.
- 22.02 All proposals to be considered at the bargaining table shall be submitted in French. This includes counter proposals submitted during discussions at the bargaining table.
- 22.03 All reference materials such as legislation, research documents, etc. may be submitted at the bargaining table in the language in which the reference materials were initially prepared, unless the translations are available.
- 22.04 The collective agreement shall be written in French, shall be translated in English by the NSTU and shall be official in both languages. In the event of a discrepancy between the two versions, the French version shall prevail.

## **ARTICLE 23 – MINUTES OF THE ELECTED BOARD AND CSAP INFORMATION**

- 23.01 The CSAP shall ensure that current copies of its budget and approved minutes of the elected board are available on the CSAP website.
- 23.02 The CSAP shall inform the NSTU of any termination of contracts within five (5) days of termination.

## **ARTICLE 24 – GRIEVANCE PROCEDURE**

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

24.02 The NSTU shall, no later than September 30 of each school year, appoint, and the CSAP shall recognize, a committee representing all members employed by the CSAP, to deal with grievances. This committee, with regional representation, shall be known as the NSTU (CSANE) Grievance Committee. The NSTU shall inform the Director of Human Resources in writing of the members of the Committee or any change in the membership.

24.03 If a member or the NSTU has a dispute with the CSAP or its representative regarding interpretation, application, administration, or any alleged violation of this Agreement, the dispute shall constitute a grievance, and the member or the NSTU shall process the grievance according to the procedure in this Article.

24.04 Step 1

(a) The aggrieved member, with or without a union representative and with or without a member of the NSTU (CSANE) Grievance Committee, shall submit the grievance to the Regional Director of the Region or of the sector within ten (10) working days of the effective knowledge of the facts which gives rise to the alleged grievance. The member shall provide a statement with a summary of the facts giving rise to the grievance, identify the specific article(s) of the Agreement alleged to have been violated, and describe the redress sought. The grievor shall provide the NSTU (CSANE) Grievance Committee with a copy of the grievance.

(b) The Regional Director of the Region or of the sector shall reply in writing to the grievor and to the NSTU (CSANE) Grievance Committee within ten (10) working days of receiving the grievance.

Step 2

(a) If the matter is not resolved at Step 1, the NSTU (CSANE) Grievance Committee shall submit the grievance in writing to the Director of Human Resources within ten (10) working days of receiving the reply in Step 1.

(b) Within ten (10) working days of receipt of the grievance, the Director of Human Resources shall meet with the NSTU (CSANE) Grievance Committee to attempt to settle the grievance.

(c) The Director of Human Resources shall reply in writing to the NSTU (CSANE) Grievance Committee within ten (10) working days of the meeting.

Step 3

If the matter is not resolved at Step 2 and the NSTU decides to proceed with the grievance, the NSTU shall advise the Superintendent in writing, with a copy to the Director of Human Resources, within ten (10) working days of receiving the reply at Step 2, that the grievance shall be referred to arbitration.

24.05 The Arbitrator, who shall be fluent in both English and French, shall be appointed by mutual agreement between the NSTU and the CSAP within ten (10) working days of receipt of the notice of referral pursuant to clause 24.04. If the parties are unable to concur on the appointment of an arbitrator, either party may request that the Minister of Labour for the Province of Nova Scotia appoint an arbitrator.

24.06 With mutual agreement, the parties may use a three-person council of arbitration, whose members shall be fluent in both English and French.

24.07 The decision of the arbitrator or council of arbitration shall be final and binding upon the CSAP, the NSTU and the member(s).

24.08 The arbitrator or council of arbitration shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions of this Agreement.

24.09 The NSTU and the CSAP shall each pay one half of the costs of the arbitrator. If there is a council of arbitration, each party shall pay the cost of its nominee and one half of the costs of the chair.

24.10 If the grieving party does not comply with the applicable time limits, the grievance shall be deemed to be abandoned. However, any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

24.11 If the responding party does not comply within a time limit, the grieving party may proceed to the next step.

24.12 Where the NSTU initiates a grievance, the NSTU shall be represented by the MSTU (CSANE) Grievance Committee, and the grievance shall begin at Step 2 within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance.

24.13 Where the CSAP initiates a grievance, the Director of Human Resources shall submit the grievance in writing to the NSTU (CSANE) Grievance Committee, with a copy to the relevant NSTU Staff Officer, within ten (10) working days of the effective knowledge of the facts which give rise to the alleged grievance. A meeting shall be arranged and held between the CSAP and the NSTU Grievance Committee within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the grievance may be submitted to arbitration.

24.14 (a) When the alleged grievance has come to the attention of the grievor any time between and including the last teaching day in June and the day immediately prior to the first teaching day in September, the grievor shall only be required to fulfill the obligations set forth under clause 24.04 (a) Step 1 and thereafter all other time lines referred to herein with respect to the grievance procedure shall be suspended until the first teaching day at which time the parties' obligations commencing with clause 24.04 (b) Step 1 shall resume.  
(b) In the event that any of the time periods referred to in this grievance procedure begin or expire on a day during the winter break or march break (including Saturday and Sunday), the beginning or expiration of the period of time shall be deemed to take place on the first teaching day following the winter break or march break.

24.15 If the matter is not resolved at the second step, with mutual agreement, the parties can request mediation services through the Minister of Labour to resolve the outstanding matters. If the mediation fails, the grievance procedure continues at the third step pursuant to clause 24.04 of the Collective Agreement, to resolve outstanding issues.

24.16 Grievance meetings will normally be held during the 195 days of the school year, with timelines suspended when necessary. At the request of the NSTU or the CSAP, such meetings may be held outside the 195 days.

## **ARTICLE 25 – SHARED TEACHING**

25.01 The parties agree to implement job sharing provisions for members as outlined in Appendix "B".

25.02 Any permanent contract member shall be free to enter a shared teaching arrangement with any other permanent contract member, or any other member approved by the Director of Human Resources.

25.03 The CSAP shall share its responses to job-sharing requests with the NSTU. When an application for shared teaching is refused, the member may request written reasons for the refusal and the opportunity to discuss these reasons with the Director of Human Resources

## **ARTICLE 26 – FAIRNESS**

The CSAP and the NSTU shall exercise their rights under this Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Agreement.

## **ARTICLE 27 – ITINERANT MEMBERS**

27.01 Itinerant members shall be scheduled a lunch period of not less than thirty (30) minutes, exclusive of travel time between schools.

27.02 Except under extenuating circumstances, no itinerant member shall be responsible for work at more than three (3) schools in any one (1) school day.

## **ARTICLE 28 – EDUCATIONAL CHANGE**

28.01 Educational change refers to the introduction of educational methods, theories and practices that are intended to continually improve members' professionalism and student learning. Such change may include new teaching practices and strategies, the use of new equipment and materials and changed teaching responsibilities.

27.02 Both parties recognize that continual improvement of educational process relies on the need to change and adjust, and both parties recognize the importance of dialogues not only at the initial but at subsequent stages as a way of preparing for and encouraging change and adjustment. To the extent possible, this continuing education and information sharing shall take place prior to implementation.

28.03 Without restricting the generality of the foregoing, where any proposed change of an educational process, including new programs or teaching methodologies, is expected to have a material impact on a member's classroom responsibilities, the CSAP shall whenever possible discuss such change with the NSTU during a meeting of the Management-Staff Committee under Article 20 before implementation.

28.04 The parties recognize that the integration of students with special needs into regular classes can have a significant impact on a member's workload. Therefore, the CSAP shall make best efforts to consult with and support the member prior to the placement of a student with special needs in his/her regular classroom. Nothing in this section shall require the CSAP to incur any additional costs.

## **ARTICLE 29 – SUPERVISION FUND COMMITTEE**

29.01 The CSAP shall allocate supervision funds to schools on an annual basis.

- (a) In schools where members choose to carry out optional supervisory duties pursuant to Article 13 (Student Supervision) of the DEECD-NSTU Provincial Collective Agreement, all or part of the supervision funds shall be managed by a Supervision Fund Committee.
- (b) This committee shall be established by the school administration in accordance with the provisions set out in the guidelines.
- (c) The committee shall be composed of at least three individuals, including one member of the administration and two members performing supervision duties. The committee shall not be chaired by a member of the school administration.

29.02 This Article and the associated guidelines shall govern the decisions and procedures of the Supervision Fund Committee, which shall be responsible for ensuring compliance and for communicating with school staff. The guidelines shall be reviewed at the final meeting of the school year of the Management-Staff Committee, in preparation for the following school year.

29.03 Each month during the school year, the CSAP, through school administration, shall provide the Supervision Fund Committee with a financial report.

29.04 Upon request, CSANE may consult the current supervision fund budget and reports.

29.05 The amount allocated for supervision shall be transferred to the Supervision Fund Committee, which shall authorize expenditures by members and ensure that the funds are not distributed to members as personal earnings.

IN WITNESS WHEREOF, this agreement is signed by the parties on July 7th, 2025.



Diane Racette  
CSAP Chair



Peter Day  
NSTU President



Isabelle Cotnoir  
CSANE Chair

## **APPENDIX A – REQUEST FOR FUNCTIONAL INFORMATION OF PRESENTING ILLNESS/INJURY**

The Conseil scolaire acadien provincial wish to assist employees in their rehabilitation and return to employment. Part of the process is to get information about your current abilities from your physician (or other health care professional, depending on the illness or injury) as it relates to your illness/injury. To do this we ask that you have your physician or other health care professional to complete this form.

If you had this form completed at the request of the Human Resources Department, any fees incurred will be reimbursed by the CSAP. **Once it is completed, please submit your form to [rh@csap.ca](mailto:rh@csap.ca). At the same time, please submit your reimbursement request (with receipt).**

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### **Part 1 – Employee information**

*To be completed by employee*

**Name:**

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**Employee Number:**

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**Address:**

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**School/Site:**

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**Immediate Supervisor:**

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*I authorize my healthcare provider to disclose information related to my current 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 sections 2 and 3 of this Form and does not authorize the release of information which is different in nature or greater in extent. I understand that I will receive a copy of any medical information received by the CSAP from my physician and will be made aware of any further requests for medical information from the CSAP.*

**Employee's Signature:**

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**Date:**

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## **Part 2 – Information regarding the illness or injury**

*To be completed by physician or other health professional*

a) Does Employee have any physical, psychological or mental impairment that currently impairs the employee from returning to unrestricted duties?

No. Employee can return to unrestricted work activities.

— Yes. If yes, please answer the following questions.

b) Is the disability    physical,    psychological or    cognitive?

- If the employee currently has a physical impairment, please complete the Physical Capability Assessment (part 3).
- If the impairment is psychological or cognitive in nature, please **describe below the current functional limitations related to the diagnosis**. PLEASE DO NOT INCLUDE A DIAGNOSIS.

c) Is the impairment:    temporary or    permanent (and/or    chronic)?

d) If the impairment is temporary how long do you think the impairment will last?

2-4 weeks  4-6 weeks  6-8 weeks

> 3 months      Other duration (please specify): \_\_\_\_\_

e) In your current opinion, would a gradual return to work — with or without modified duties (if possible, based on the functional limitations indicated in b) — be recommended? yes no

**If yes, what would be the ideal schedule (%) and between what dates?**

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f) When do you anticipate a return to unrestricted work duties? Start date:

g) When is employee scheduled for a reassessment? Date of next appointment:

*The information provided in this document is true and based on my examination of the patient.*

**Name (Print):**

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**Professional address:**

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**Professional No:**

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**Signature:**

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*Please complete and include Part 3 below, if applicable*

### Part 3 – Physical Capability Assessment Form

to be completed, if applicable, by a physician or other health care professional

Employee's Name: \_\_\_\_\_

LIFTING	No Restriction	Occasional	Restricted	STANDING	No Restriction	Occasional	Restricted
Sedentary				1 hr – 2 hr			
Light				2 hr – 4 hr			
Medium				4 hr – 6 hr			
Heavy				6 hr – 8 hr			
CARRYING	No Restriction	Occasional	Restricted	WALKING	No Restriction	Occasional	Restricted
Sedentary				1 hr – 2 hr			
Light				2 hr – 4 hr			
Medium				4 hr – 6 hr			
Heavy				6 hr – 8 hr			
BENDING	No Restriction	Occasional	Restricted	L ARM USE	No Restriction	Occasional	Restricted
To a desk				Above Shoulder			
To the floor				Below Shoulder			
CLIMBING	No Restriction	Occasional	Restricted	R ARM USE	No Restriction	Occasional	Restricted
Stairs				Above Shoulder			
Ladders				Below Shoulder			
SITTING	No Restriction	Occasional	Restricted	R HAND USE	No Restriction	Occasional	Restricted
1 hr – 2 hr				General Tasks			
2 hr – 4 hr				Fine Control			
6 hr – 8 hr				Gripping			
SHOULDER MOVEMENT	No Restriction	Occasional	Restricted	L HAND USE	No Restriction	Occasional	Restricted
1 hr – 2 hr				General Tasks			
2 hr – 4 hr				Fine Control			
6 hr – 8 hr				Gripping			
VOICE	<u>  </u> No Difficulty	<u>  </u> Occasional Difficulty	<u>  </u> Constant Difficulty	HEARING	<u>  </u> No Difficulty	<u>  </u> Occasional Difficulty	<u>  </u> Constant Difficulty

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

(To be completed and signed if Part 3 was not completed by the same physician or other health care professional who completed Part 2.)

Name (Print): \_\_\_\_\_

Professional address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional No: \_\_\_\_\_

Signature: \_\_\_\_\_

g) When is employee scheduled for a reassessment? Date of next appointment:

*The information provided in this document is true and based on my examination of the patient.*

**Name (Print):** \_\_\_\_\_

**Professional address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Professional No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

*Please complete and include Part 3 below, if applicable*

## APPENDIX B – SHARED TEACHING

### TERMS

#### **Eligibility**

Participation in shared teaching is available to members in the employ of the CSAP.

#### **Certificate**

One of the shared members must have a permanent contract with the CSAP.

#### **Application**

The applications must be submitted on or before March 15th of the school year prior to the school year in which the shared teaching is to occur. The CSAP will respond to all applications by April 30th.

#### **Supporting Documents**

The applications must be accompanied by:

- a) the proposed teaching schedule;
- b) the recommendation of the school principal.

#### **Approval**

Approval is at the discretion of the CSAP. If the application is refused, a member will receive a written response outlining the reasons for the decision.

#### **Contract**

- a) The members shall be employed on a term contract.
- b) The members shall be deemed to be on permanent contract as provided by the Provincial Collective Agreement the DEECD and the NSTU.
- c) The members must also sign the Shared Teaching Contract.

#### **Return to Full-Time Position**

The return to full-time position is at the option of the teachers from school year to school year providing the teachers would not have otherwise been terminated.

#### **Member Evaluation**

Members involved in a shared teaching arrangement shall be evaluated in accordance with the normal evaluation criteria plus evaluations as to how the members work as a team.

## **Duration**

Each shared teaching application is for a one (1) year period.

## **Re-application**

To continue a shared teaching arrangement beyond a one (1) year period, reapplication is required. There is no obligation on the part of the CSAP to approve or continue any or all shared teaching arrangements.

## **Method of Payment**

Unless alternate arrangements are agreed to by the parties, salary payments will be made on a regular basis for the entire school year on the same schedule as for full-time members.

## **Seniority**

Each sharing member shall accumulate one (1) full year of seniority for each year of participation in a shared teaching arrangement.

## **Pension**

Each sharing member shall receive credit for pension purposes for the number of days taught and claimed for each year of participation in a shared teaching arrangement.

## **Parental Visitation**

Both members in a shared teaching arrangement shall be present for Parent Visitation sessions. If school time is involved for Parent Visitation, only the member regularly scheduled for duty shall be paid.

## **In-Service Days**

When in-service is held, only the member who is regularly scheduled for duty must attend and only that member shall be paid. The other member is encouraged to attend.

## **Benefits**

Members on a shared teaching arrangement shall receive the benefits set forth in the Provincial Collective Agreement for a member on a term contract.

Sick Leave, Maternity Leave, Service Award and Salary Continuation Cost Sharing of Premium shall be on a prorated basis.

Total Care, Special Leave, Travel Allowance, Professional Development Grants, Educational Leave, leave of absence shall be a full benefit and shall not be prorated and all other full benefits of the Agreement between the CSAP and the NSTU shall apply.

## **Communication**

Teachers involved in a shared teaching arrangement shall be expected to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.

## **Opting Out**

If the shared teaching position is unsatisfactory, the participant cannot return to full-time teaching, on a permanent basis, until September of the following year. By mutual agreement, and with appropriate approval, a member may request a leave of absence from their shared teaching assignment.

## **APPLICATION FOR SHARED TEACHING POSITION**

### **Participating Teachers**

1. Name: \_\_\_\_\_

School: \_\_\_\_\_

Professional #: \_\_\_\_\_

Present Teaching Assignment: \_\_\_\_\_  
(grade and subjects)

2. Name: \_\_\_\_\_

School: \_\_\_\_\_

Professional #: \_\_\_\_\_

Present Teaching Assignment: \_\_\_\_\_  
(grade and subjects)

We the above-named teachers hereby apply for a Shared Teaching position  
for the next school year. The position we wish to share involves teaching  
\_\_\_\_\_ subjects at the \_\_\_\_\_ grade level at  
\_\_\_\_\_ (school).

We understand that approval or rejection of this application is at the option of the  
CSAP.

Please find enclosed:

1. A copy of the contract including our proposed teaching schedule with rationale.
2. Recommendation of school principal.

## **SHARED TEACHING CONTRACT**

### **Section I** (to be filled in by members/teachers)

**1st teacher:** I, \_\_\_\_\_, hereby agree to enter a shared teaching arrangement with \_\_\_\_\_ for the next school year.

**2nd teacher:** I, \_\_\_\_\_, hereby agree to enter a shared teaching arrangement with \_\_\_\_\_ for the next school year.

I have read the terms and conditions of the Shared Teaching Agreement as negotiated between the Nova Scotia Teachers Union (NSTU) and the Conseil scolaire acadien provincial and agree to enter a shared teaching arrangement subject to said terms and conditions. The said terms and conditions referred to above are contained in Article 25 and Appendix "B" Shared Teaching Provisions and of the Collective Agreement between the NSTU and CSAP.

**Shared teaching position:** We, the teachers involved in this Shared Teaching Application wish to split this position by alternately teaching \_\_\_\_\_.

#### **Rationale for proposed schedule:**

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We understand that this or any shared teaching schedule, if approved, cannot be altered or changed throughout the school year without the written permission of the Conseil scolaire acadien provincial.

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1st teacher's Signature

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2nd teacher's Signature

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Date

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Date

**Part 2** (to be completed by school Principal)

**Recommendation of school Principal:**

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Signature of Principal

Date

**Part 3** (to be completed by Director of Human Resources)

In accordance with the terms and conditions related to Shared Teaching, approval is given to the above-mentioned teacher(s) to participate in a Shared Teaching position for the \_\_\_\_\_ school year.

Comments:

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Signature of the Director of Human Resources

Date



