

**NSTU**

**OPERATIONAL  
PROCEDURES**

**2023-2024**



**Nova Scotia  
Teachers Union**

**June 2024**



# NOVA SCOTIA TEACHERS UNION

# CODE OF ETHICS

## CODE OF ETHICS

This Code of Ethics is a guide to Members in maintaining at all times the high integrity of their profession including professional conduct in relation to all communication whether verbal, written or via social media.

### **A. Member and Pupil/Parent/Guardian**

- I. The Member regards as confidential, and does not divulge other than through professional channels, any information of a personal or domestic nature, concerning either pupils or home, obtained through the course of professional duties.
- II. The Member should be just, equitable, and fair in all relationships with pupils/parents/guardians.
- III. The Member should assume responsibility for the safety and welfare of pupils, especially under conditions of emergency.
- IV. The Member should avoid giving offence to the moral principles of pupils and/or their parents/guardians.
- V. The Member should be as objective and respectful as possible in dealing with controversial matters.
- VI. The Member should not accept remuneration for tutoring their pupils except under compelling circumstances and with the approval of their supervisor or principal.

### **B. Member and Member/Colleague**

- I. The Member should not make defamatory, disparaging, condescending, embarrassing, or offensive comments concerning another Member or colleague.
- II. The Member shall not make derogatory remarks about the professional competence of another Member or colleague.
- III. The Member shall not accept a position arising out of the unsettled dispute between Members, and their employers.
- IV. The Member shall not sexually, physically, or emotionally harass another Member or colleague.

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# NSTU OPERATIONAL PROCEDURES

June 2024



## Introduction

The NSTU Operational Procedures is the official document of the NSTU that contains the organizations operational directives for policy implementation.

NSTU Operational Procedures are characterized as flexible, detailed statements of how the organization conducts its activities.

NSTU Operational Procedures are under the jurisdiction of the Provincial Executive and require Provincial Executive approval for revision. This document contains the following notations:

*Reference: the date an Operational Procedure was adopted or amended.*

**SECTION I****GOVERNANCE****1. ANNUAL COUNCIL PROCEDURES****A. COUNCIL DOCUMENTS**

- I. Annual Council Resolutions shall be published in both of Canada's official languages.
- II. An electronic copy of the Council Minutes can be found on the NSTU website.
- III. An electronic copy of the Annual Council Workbook will be created to complement the paper copy, and made available to delegates.

**B. PREPARATION FOR COUNCIL**

- I. The Provincial Executive shall annually appoint an independent Chair for Annual Council following criteria outlined in Standing Orders.
- II. The Executive Director in consultation with the NSTU President shall annually appoint a Council Parliamentarian.

**C. COUNCIL PROCEDURES**

- I. At Annual Council the Table Officers (President, Secretary-Treasurer, two (2) Vice-Presidents, and Past President) and the Executive Director shall sit at the head table. Provincial Executive Members shall sit at the head table during the Opening Session until immediately following the singing of the National Anthem, at which time they will be excused and allowed to sit with their Locals.
- II. The Chair or designate during the opening session of Annual Council will read the statement: "We would like to acknowledge that we are meeting on unceded Mi'kmaq territory. We are all privileged to be together in Mi'kma'ki. We are all treaty people and we would like to acknowledge this relationship. Many thanks to all for being here."
- III. The National Anthem shall be sung during the Opening Session and shall recognize both of Canada's official languages.
- IV. The Secretary-Treasurer shall be responsible for presenting audited Financial Statements to Council.
- V. The Annual Council agenda will include a thirty (30) minute question and answer period for the Executive Director.
- VI. The Annual Council agenda will include a thirty (30) minute question and answer period for the NSTU President.

**D. COUNCIL EXPECTATIONS**

- I. Delegates to Council shall observe a standard of conduct in all activities of Council, including business and social functions that inspires the respect of colleagues and reflects positively on the NSTU and the teaching profession in the community.
- II. Council Chambers shall be designated a scent sensitive environment.
- III. A range of options will be considered when determining social events during Annual Council.

**E. LOCAL DELEGATIONS**

- I. Where possible, each Local send at least one (1) new member to Annual Council each year.

*Reference: December 1975; amended December 1994; December 1995; December 1997; November 2002; February 2003; January 2005; May 2005; February 2007; March 2007; April 2009; January 2013; June 2014; 2014-3; 2014-42; March 2016; March 2017; July 2017; January 2019; May 2019*

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## 2. ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY (APSEA)

### A. APSEA LOCAL

- I. A Local structure for APSEA members was established as of August 1<sup>st</sup>, 2012 subject to NSTU By-Laws.
- II. Negotiations for APSEA shall be handled through the APSEA Coordinators and NSTU central office.
- III. An NSTU Executive Staff Officer shall be assigned to liaise with APSEA.

### B. APSEA REPRESENTATIVES

Each region shall be represented by a minimum of one NSTU representative. Regions shall be defined as outlined in the APSEA Constitution.

*Reference: September 1982; amended December 2012.*

## 3. COMMITTEES OF THE NSTU – GENERAL TERMS OF REFERENCE

### A. AUTHORITY

- I. The authority to establish committees is granted to the Provincial Executive by NSTU By-Law.
- II. Committees of the NSTU are advisory, they answer to and make recommendations to the Provincial Executive.

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### B. COMMITTEES OF COUNCIL

Committees of Council are the Steering Committee, The Annual Council Elections Committee, and the Resolutions Committee. The terms of reference for these committees are given in NSTU Standing Orders.

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### C. STANDING COMMITTEES OF THE PROVINCIAL EXECUTIVE

Standing Committees of the Provincial Executive are divided into Administrative, Program, and Coordinating Committees. The terms of reference for these committees are given in Operational Procedure 4. The Standing Committees are divided up in the following manner:

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#### I. Administrative Committees

- a. Finance and Property Committee
- b. Governance and Policy Committee
- c. Nominating Committee
- d. Personnel Committee

#### II. Program Committees

- a. Comité de programmation acadienne
- b. Curriculum Committee
- c. Equity Committee
- d. Health and Safety Committee
- e. Member Services Committee
- f. Pension Committee
- g. Political Action Committee
- h. Professional Development Committee
- i. Public Relations Committee
- j. Status of Women Committee
- k. Substitute Teacher Committee

#### III. Coordinating Committee

- a. Professional Association Coordination Committee

**D. STATUTORY, QUASI-STATUTORY, AND CONTRACTUAL COMMITTEES OF THE NSTU**

Standing Committees required by law, allowed for by law, or required by agreement fall within this category of committees. The terms of reference for these committees are given in Operational Procedure 5. These committees may be divided in the following manner:

**I. The Teaching Profession Act**

- a. requires the Professional Committee
- b. allows for the Discipline Committee

**II. The Teachers' Pension Act**

- a. requires participation on the Pension Appeals Committee

**III. The Teachers' Provincial Agreement**

- a. requires participation on the Distributed Learning Committee
- b. requires participation on the Program Development Assistance Fund Committee

**E. BOARDS, FOUNDATIONS, AND TRUSTS OF THE NSTU**

The NSTU has membership on a number of boards, foundations, and trusts. The terms of reference for these quasi-committees are given in Operational Procedure 6. The boards, foundations, and trusts are:

- I. NSTU Group Insurance Trustees
- II. *Nova Scotia Teachers' Pension Plan Trustee Incorporated Board of Directors*
- III. Sheonoroil Foundation – Board of Directors (Trustees)
- IV. *Teachers' Pension Board*

**F. SELECTION PROCESS AND CRITERIA**

- I. The advertising for committee members shall allow applicants an opportunity to indicate general areas of interest as well as naming Standing Committees of interest. The information requested should be relevant and include activities other than NSTU involvement, which might show aptitude, or experience that would be useful for a specific committee.
- II. The NSTU should actively promote the importance of committees and of member participation to the membership at large. Further, all NSTU members shall be informed of the opportunity to serve on NSTU committees through the NSTU website and publication in *The Teacher*.
- III. Standing Committee appointments should be staggered to ensure that all committees have members with experience as well as new members to the Committee.
- IV. Unless otherwise stipulated by By-Laws, Standing Orders or NSTU Operational Procedures, Standing Committee selection shall be done through the Nominating Committee Process using the following criteria:
  - a. active and reserve NSTU members are eligible to serve;
  - b. regional and local representation;
  - c. experience in Union activities;
  - d. curriculum and/or grade level;
  - e. gender balance; and,
  - f. equity for under-represented groups, pursuant to current language in the *Nova Scotia Human Rights Act*.
- V. Unless explicitly stipulated, the Provincial Executive should endeavour to appoint only one Executive member to each Standing Committee.
- VI. There should be a break of at least one (1) year immediately following the last year on a committee before a person may be reappointed to a Standing Committee.
- VII. Other than Provincial Executive Members, NSTU Members shall not serve on more than one (1) Standing Committee at a time. This restriction does not include the Provincial Economic Welfare Committee or the Provincial Negotiating Team.
- VIII. The Nominating Committee Report to the Provincial Executive shall follow the process outlined here:
  - a. The Nominating Committee will circulate the name(s) it is recommending to the Provincial Executive prior to the start of the meeting at which the appointment will take place.
  - b. The list of applicants and nominees will be made available to the Provincial Executive but only at the meeting at which the appointment(s) are to be made.

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- c. Representation to the Nominating Committee concerning a candidate outside the context of a Provincial Executive meeting or a meeting of the Nominating Committee should be deemed inappropriate.
  - d. For each individual Committee, the Nominating Committee will place in nomination the name(s) it is recommending for appointment.
- IX. Each member selected to serve on an NSTU Committee shall receive a copy of Committee Expense Guidelines with their letter of appointment.
- X. A list of committees, the membership of each committee, along with the members' Locals, shall be published.

**G. GUIDELINES OF THE NOMINATING COMMITTEE**

- I. From the complete list of candidates submitted, the Nominating Committee shall select candidates to present to the Provincial Executive for appointment.
- II. Replacements to committees shall be recommended from the list of eligible candidates, wherever possible.
- III. No applications received after the published deadline will be considered by the Nominating Committee except in exceptional circumstances. Exceptional circumstances would include situations where there is a reasonable explanation for the lateness or where no other eligible application has been received for the vacancy to be filled and where to re-advertise would cause an unnecessary delay for the relevant committee to complete its work.
- IV. When the Nominating Committee is meeting to consider the selection of members to the Provincial Negotiating Team the two (2) provincial Executive members of the Provincial Economic Welfare Committee and the First Vice-President will be invited to attend in an advisory non-voting capacity.

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**H. SELECTION OF COMMITTEE CHAIR**

- I. Unless otherwise stipulated by By-Laws, Standing Orders or NSTU Operational Procedures, the Provincial Executive shall designate the chair of all Standing Committees through recommendation of the Nominating Committee. The criteria for selecting the committee chair should be:
  - a. Union involvement;
  - b. area of expertise;
  - c. in the second year of the member's term;
  - d. recommendation of the Standing Committee; and,
  - e. additional criteria as determined by the Nominating Committee.
- II. At the final Committee meeting of the school year, a Standing Committee shall have the opportunity to recommend a chair for the following year, selected from their returning members.

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**I. TERM OF OFFICE ON COMMITTEES**

- I. Unless otherwise stipulated by By-Laws, Standing Orders, or NSTU Operational Procedures, the term of office for individuals serving on committees shall commence on August 1<sup>st</sup> and end on July 31<sup>st</sup>.
- II. Unless otherwise stipulated by By-Laws, Standing Orders, or NSTU Operational Procedures, in the event that an individual cannot complete their term of office for any reason the replacement will serve the remainder of the term.

**J. MEETING PROTOCOLS FOR COMMITTEES**

- I. Requests from committees to meet outside of Halifax shall be considered on their own merits and the request shall be approved or denied by the President in consultation with the Executive Director.
- II. All committees will include a Restorative (Relational) Approach philosophy when conducting meetings.

**K. YEAR END REPORTS FROM STANDING COMMITTEES**

- I. The Chair of all Administrative, Program, and Coordinating Committees are responsible for submitting a detailed Year End Report outlining the Committee's activities, accomplishments, recommendations (if any) for the incoming committee members, and recommendations (if any) forwarded to the Provincial Executive.
- II. The Provincial Executive will review all Year End Reports coming from Standing Committees, consider recommendations, and act as it deems appropriate.
- III. Year End Reports are due by July 31<sup>st</sup>.
- IV. Year End Reports are kept on file with the NSTU and will be posted to the NSTU website.
- V. Program and Coordinating Committee Year End Reports shall:
  - a. be a minimum of 300 words and a maximum of 750 words in length;
  - b. list the names of committee members;
  - c. list the dates of meetings;
  - d. summarize the activities, accomplishments, and any major initiatives of the committee;
  - e. summarize, if any, committee endorsed recommendations adopted by the Provincial Executive;
  - f. summarize, if any, committee endorsed recommendations to the incoming committee; and,
  - g. reference the annual amount budgeted for the committee and the actual amount spent.
- VI. Administrative Committees' Year End Reports shall include all the detail outlined in J. V. for Program and Coordinating Committees except they will omit all confidential details of committee proceedings and any recommendations made to the Provincial Executive.
- VII. Year End Reports may, at the discretion of the Chair, reference external consultations undertaken during the year, conferences organized by the committee or attended by its members, and studies or reports issued during the year.

**L. Ad Hoc COMMITTEES**

- I. Ad Hoc Committees may be established by the Provincial Executive for a specific time and purpose.
- II. Whenever the Provincial Executive establishes an Ad Hoc Committee it shall stipulate a clear mandate, the composition of the committee, and the number of meetings expected to complete the assigned work.
- III. Prior to the establishment of an Ad Hoc Committee, the mandate as outlined shall be compared to existing Standing Committees' mandates to ensure that an Ad Hoc Committee is required.
- IV. Should additional meetings be required, the Chair and the Executive Staff Officer assigned will seek authorization from the Provincial Executive.
- V. Whenever possible and practical, the Nominating Committee shall make recommendations to the Provincial Executive for appointments to Ad Hoc Committees.
- VI. Should consultation with members of the NSTU be required through questionnaires or similar instruments, these instruments will be approved by the President with guidance from the Executive Director and the use of these instruments shall be ratified by the Provincial Executive at its next meeting.
- VII. Ad Hoc Committees normally cease to exist once they submit their final report to the Provincial Executive.

**M. TASK FORCES**

- I. Task Forces may be established by the Provincial Executive where deeper research and problem-solving is required.
- II. Whenever the Provincial Executive establishes a Task Force it shall stipulate a clear mandate, composition, and the number of meetings expected to complete the assigned work.
- III. Prior to the establishment of a Task Force, the mandate as outlined shall be compared to existing Standing Committees' mandates to ensure that a Task Force is required.
- IV. Whenever possible and practical, the Nominating Committee shall make recommendations to the Provincial Executive for appointments to Task Forces.

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- V. Should consultation with members of the NSTU be required through questionnaires or similar instruments, these instruments will be approved by the President with guidance from the Executive Director and the use of these instruments shall be ratified by the Provincial Executive at its next meeting.
- VI. Task Forces normally cease to exist once they submit their final report to the Provincial Executive.

#### **N. REMOVAL OF A COMMITTEE MEMBER FOR CAUSE**

##### **I. Removal of a Committee Member**

Removing a committee member is a very serious action and should never be approached lightly. Due process must always be followed.

##### **II. Grounds**

Grounds for the removal of a committee member are:

- a. disruption of committee efforts (this is not to be considered the same as strenuous, spirited debate and such provision should never be used to stifle debate); or,
- b. inappropriate behaviour (such as the consumption of drugs or alcohol prior to or during a committee meeting, abuse of other committee members, or failure to attend three (3) consecutive committee meetings without a valid reason).

##### **III. Procedures**

- a. A complaint may be made by:
  - i. the Chair of the Committee;
  - ii. the Provincial Executive liaison; or,
  - iii. the Secretary-Treasurer.
- b. The complaint shall be made in writing to the President.
- c. If possible, the President should attempt to resolve the situation.
- d. If the complaint cannot be resolved through the informal intervention of the President, the Nominating Committee in consultation with both the President and the Executive Director will investigate the complaint.
- e. If the complaint is found to be valid and of such a nature to warrant removal from the committee, the Nominating Committee will present its recommendation to the Provincial Executive in closed session. The Nominating Committee will present the results of its investigation to the Provincial Executive. The Nominating Committee Chair should move a motion that its recommendation be adopted.
- f. If the motion passes, the member will be informed that he or she is no longer serving on the committee.
- g. The Nominating Committee will propose a candidate to replace the removed member for the remainder of that person's term. The completion of this term will not count as part of the term of appointment of the newly named member, irrespective of where in the original member's term the appointment occurs.

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*Reference: OP3 amended by substitution May 2019; amended November 2019; December 2020; February 2021; February 2024 (effective August 2024)*

## **4. COMMITTEES – STANDING COMMITTEES OF THE PROVINCIAL EXECUTIVE**

### **A. COMITÉ DE PROGRAMMATION ACADIENNE**

#### **I. Mandate**

- a. The Comité shall:
  - i. study the curriculum and all proposed changes in it as it relates to Acadian educational sites under the direction of CSAP;
  - ii. report its findings and make recommendations to the Provincial Executive;
  - iii. inform CSANE members of trends and developments in curriculum;
  - iv. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
  - v. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

- b. The Comité should divide its areas of activities into:
  - i. Curriculum Monitoring – The NSTU Comité de programmation acadienne must critically evaluate proposed changes in the curriculum and it must make recommendations to the Provincial Executive based upon its evaluations;
  - ii. Development of Policy – Basic curriculum policy should be a matter of continuing study by the Comité de programmation acadienne and the Comité should be recommending policy on basic curriculum matters to the Provincial Executive;
  - iii. Study and Research – The Comité de programmation acadienne should initiate from time to time special projects related to matters of current importance in the area of curriculum and its implementation; and,
  - iv. Communication – It is essential that the Comité be aware of all significant activities being sponsored by the Department of Education (Section française) the Programmes éducatifs division of the CSAP, member and teacher organizations, school boards and universities so that the Comité de programmation acadienne can make recommendations with full knowledge of the situation. It is important for the Comité de programmation acadienne to inform CSANE members of trends and developments in curriculum as well as specific programs.

## II. Composition and Term

- a. The Comité shall consist of five (5) Members appointed through the Nominating Committee process plus a Provincial Executive Member from CSANE.
- b. The Comité shall have representation from the three (3) Acadian regions of the province: Southwest, Central and Northeast.
- c. All Members appointed to the Comité through the Nominating Committee process shall serve a three (3) year term.
- d. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- e. No site shall have more than one (1) Member on the Comité.
- f. Every reasonable effort will be made to ensure the Comité consists of at least one (1):
  - i. elementary school teacher;
  - ii. middle level/junior high school teacher;
  - iii. senior high school teacher; and,
  - iv. CSANE Executive member.

## III. Meeting Frequency

It is anticipated that the Comité can fulfill its mandate in three (3) meetings per year.

## B. CURRICULUM COMMITTEE

### I. Mandate

- a. The Committee shall:
  - i. study the curriculum and all proposed changes in it;
  - ii. report its findings and make recommendations to the Provincial Executive;
  - iii. inform members of trends and developments in curriculum;
  - iv. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
  - v. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.
- b. The Committee should divide its areas of activities into:
  - i. Curriculum Monitoring – The NSTU Curriculum Committee must critically evaluate proposed changes in the curriculum and it must make recommendations to the Provincial Executive based upon its evaluations;
  - ii. Development of Policy – Basic curriculum policy should be a matter of continuing study by the Curriculum Committee and the Committee should be recommending policy on basic curriculum matters to the Provincial Executive;
  - iii. Study and Research – The Curriculum Committee should initiate from time to time special projects related to matters of current importance in the area of curriculum; and,

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- iv. Communication – It is essential that the Committee be aware of all significant activities being sponsored by the Department of Education and Early Childhood Development, teachers and teacher organizations, school boards and universities so that members can be informed and so that the Committee can make recommendations with full knowledge of the situation. It is important for the Curriculum Committee to inform members of trends and developments in curriculum as well as specific programs.

## II. Composition and Term

- a. The Committee shall consist of five (5) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- d. Every reasonable effort will be made to ensure the Committee consists of at least one (1):
  - i. elementary school teacher;
  - ii. middle level/junior high school teacher; and,
  - iii. senior high school teacher.

## III. Meeting Frequency

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

## C. EQUITY COMMITTEE

### I. Mandate

The Committee shall:

- a. explore current practices, attitudes, and research regarding diversity, equity, and social justice;
- b. examine trends and themes with regard to equity in the teaching profession;
- c. make recommendations to the Provincial Executive regarding professional development workshops to assist members with equity and diversity as defined by the *Nova Scotia Human Rights Act*;
- d. make recommendations to the Provincial Executive regarding information and support to Locals on equity issues;
- e. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
- f. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

### II. Composition and Term

- a. The Committee shall consist of six (6) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.

### III Meeting Frequency

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

## D. FINANCE AND PROPERTY COMMITTEE

### I. Mandate

- a. Prepare an annual budget:
  - i. present draft budget to Provincial Executive;
  - ii. review and determine costing for those resolutions submitted to Annual Council, as directed by the Resolutions Committee; and,
  - iii. provide a schedule detailing budget items titled Programs and Services in the Annual Council Workbook.
- b. Exercise control over the finances of the NSTU:
  - i. monitor all expenditures of the NSTU;

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- ii. ensure checks and balances are in place for NSTU funds (see Treasurers' Guide on the NSTU website);
  - iii. receive regular reports on income, expenditures, investments and loans;
  - iv. ensure audits are conducted on a yearly basis;
  - v. receive and examine the internally reviewed reports of Locals, RRCs and Professional Associations;
  - vi. present regular financial statements to the Provincial Executive;
  - vii. determine interest rates on repayment of money borrowed from the Reserve Fund; and,
  - viii. receive reports from the Executive Director regarding unanticipated expenditures.
- c. Make recommendations to the Provincial Executive on the provision of financial and management services:
    - i. meet with current providers annually to ensure quality services;
    - ii. review proposals of service providers as required; and,
    - iii. provide recommendations to the Provincial Executive on contracts with service providers every three (3) years.
  - d. Provide leadership, guidance and training for Local, RRC and Professional Association Treasurers:
    - i. ensure a handbook is prepared and updated for Treasurers; and,
    - ii. arrange for meetings and/or conferences for Treasurers on a regular basis.
  - e. Exercise oversight and control of properties held or leased by the NSTU.
  - f. Provide recommendations to the Provincial Executive on matters referred to the Committee by the Provincial Executive.
  - g. Consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate.
  - h. Participate as required in the NSTU Policy Review process by providing recommendations for the Provincial Executive's consideration.
  - i. Provide advice to and representation on NSTU Employee Pension Plan Advisory Committee.

## II. Composition and Term

- a. The Committee shall consist of three (3) Members appointed through the Nominating Committee process plus the Secretary-Treasurer (who shall serve as Chair) plus an additional Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- d. The Executive Director shall serve as advisor, consistent with the roles and responsibilities of the office. Additional staff shall be assigned as appropriate.

## III. Meeting Frequency

The Committee shall meet on a regular basis and report in a timely fashion to the Provincial Executive.

## E. GOVERNANCE AND POLICY COMMITTEE

### I. Mandate

The Governance and Policy Committee is to develop and maintain an ongoing consciousness of, commitment to, and practice of all aspects of good governance within the Provincial Executive and the Nova Scotia Teachers Union as a whole. The Committee shall:

- a. develop and review policy with a view to authority, responsibility and accountability;
- b. regularly review the governance relationships between and amongst: individual members, Annual Council, Provincial Executive, Locals, Regional Representative Councils, Professional Associations, Standing Committees, and Staff of the Nova Scotia Teachers Union;
- c. study the principles and practices of good governance;
- d. regularly review the terms of references for this Committee;
- e. set out annual priorities for the work of this Committee;

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- f. make recommendations for the consideration of the Provincial Executive;
- g. consider such matters as referred by the Provincial Executive;
- h. consider such resolutions submitted to Annual Council to make recommendations for Council’s consideration where appropriate; and,
- i. manage the policy review process.

**II. Composition and Term**

- a. The Committee shall consist of nine (9) Provincial Executive Members representing each RRC, CSANE, and APSEA.
- b. Provincial Executive Members appointed to the Committee shall serve renewable one (1) year terms.
- c. The Chair of the Committee shall be elected from amongst its members annually.
- d. The NSTU President should exercise ex officio power and participate as regularly as possible.
- e. The Executive Director shall serve as advisor, consistent with the roles and responsibilities of the office. Additional staff shall be assigned as appropriate.

**III. Meeting Frequency**

The Committee shall meet on a regular basis and report in a timely fashion to the Provincial Executive.

**F. MEMBER ECONOMIC WELFARE, HEALTH AND SAFETY, AND WORKING CONDITIONS COMMITTEE**

**I. Mandate**

The Committee Shall:

- a. advise and make recommendations to the Provincial Executive on health and safety issues;
- b. advise the Provincial Executive on methods to promote Member participation on Regional Joint Occupational Health and Safety Committees;
- c. make recommendations to the Provincial Executive regarding professional development workshops to assist members with health and safety issues as defined by the Nova Scotia Occupational Health and Safety Act;
- d. prepare background information related to the merits of negotiable items;
- e. identify trends and developments in teacher bargaining across Canada with special emphasis on the Atlantic Provinces;
- f. review economic forecasts;
- g. make recommendations to the Provincial Executive regarding workshops for regional negotiators;
- h. review the results of the most recent provincial and regional contract bargaining;
- i. assist in the planning of the biennial Member Services Conference and biennial Health and Safety Conference to provide professional development opportunities for Local Leaders;
- j. consider such resolutions submitted to Annual Council to make recommendations for Council’s consideration where appropriate; and,
- k. participate as required in the NSTU Policy Review Process by providing recommendations for the Governance and Policy Committee’s consideration.

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**II. Composition and Term**

- a. The Committee shall consist of five (5) Members appointed through the Nominating Committee process plus a Provincial Executive Member and the NSTU First Vice-President (who shall serve as Chair).
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- d. Every reasonable effort will be made to ensure the Committee has at least one (1) Member who is currently serving as a Local President and/or Local First Vice-President.

**III. Meeting Frequency**

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

**G. NOMINATING COMMITTEE****I. Mandate**

- a. The Committee has the responsibility to recommend, to the Provincial Executive for its approval, a slate of members to serve on the various committees of the NSTU. The Committee shall:
  - i. ensure committee vacancies are advertised;
  - ii. encourage member engagement in NSTU committee participation; and,
  - iii. follow the Nominating selection process, criteria, and Committee guidelines as set out in Operational Procedures Committees of the NSTU – General Terms of Reference.
- b. The Committee has the responsibility to recommend to the Provincial Executive, for its approval, NSTU Delegates to the Nova Scotia Federation of Labour Biennial Convention. The Committee shall:
  - i. ensure the opportunity is advertised; and,
  - ii. follow the selections process and criteria as set out in Operational Procedures NSTU Delegation to the Nova Scotia Federation of Labour Biennial Convention.

**II. Composition and Term**

- a. The Committee shall consist of five (5) Provincial Executive Members.
- b. Provincial Executive Members appointed to the Committee shall serve renewable one (1) year terms.
- c. The Chair of the Committee shall be elected from amongst its members annually.
- d. The NSTU President should exercise ex officio power and participate as regularly as possible.
- e. The Executive Director shall serve as advisor, consistent with the roles and responsibilities of the office.

**III. Meeting Frequency**

The Committee shall meet shortly following Annual Council to create a slate of candidates for NSTU committee vacancies for the upcoming school year to present to the Provincial Executive at a meeting prior to August 1<sup>st</sup>. The Committee will meet as required to fill vacancies on committees throughout the year.

**H. PERSONNEL COMMITTEE****I. Mandate**

The Executive Director is the senior administrator of the NSTU; is responsible to the President and the Provincial Executive; and is solely responsible for the general day-to-day administration of the NSTU including hiring of and assigning duties to the staff of the organization. The Committee shall act as a small, functional working group to assist the Executive Director, specifically the Committee shall:

- a. review program area requirements, aims, and objectives, in particular, examine staff deployment and relative workload and make recommendations to the Executive Director regarding same;
- b. develop and review policies and procedures regarding the human resources of the NSTU and make recommendations to the Executive Director regarding same;
- c. recommend to the Provincial Executive for their ratification a candidate to hire for the position of Executive Director, where the Provincial Executive has decided to conduct a search for candidates;
- d. prepare and conduct negotiations with the various classifications of staff and present asking packages and tentative agreements to the Provincial Executive for their ratification; and,
- e. follow the procedures outlined in Operational Procedures – Staffing & Human Resources.

**II. Composition and Term**

- a. The Committee shall consist of four (4) Provincial Executive Members, one of which will be the Second Vice-President (who shall serve as Chair).
- b. Provincial Executive Members appointed to the Committee shall serve renewable one (1) year terms.
- c. The NSTU President is a full voting member of the Committee, exercising ex officio power, and should participate as regularly as possible.

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- d. The Executive Director shall serve on the Committee, consistent with the roles and responsibilities of the office.
- e. A quorum of the Committee shall be three (3) Members.
- f. The Provincial Executive should make every reasonable attempt to ensure a carry-over of at least one (1) member from year-to-year.

**III. Meeting Frequency**

The Committee shall meet regularly and report at least semi-annually to the Provincial Executive.

**IV. Training**

There shall be a training session at the beginning of each year for all members of the Committee.

**I. POLITICAL ACTION AND PUBLIC RELATIONS COMMITTEE**

**I. Mandate**

The Committee shall:

- a. monitor the policies and practices of the major provincial political parties for the purpose of identifying matters with an impact on education and/or NSTU Members; then advise the NSTU President and Provincial Executive regarding these matters;
- b. during provincial elections, monitor the major provincial political parties for their public education platforms and policies and inform the NSTU President and Provincial Executive of any concerns;
- c. identify educational matters for consideration by the Provincial Executive for political action;
- d. identify corporate social responsibility and social justice concerns for consideration by the Provincial Executive for political action;
- e. develop strategies for encouraging NSTU member involvement in the political process;
- f. develop strategies for encouraging NSTU member involvement in the election process including exercising their democratic right to vote;
- g. identify opportunities to build relationships with educational stakeholders and report to the NSTU President and the Provincial Executive;
- h. review and plan strategies for provincial public relations programs for the organization and report recommendations to the Provincial Executive;
- i. advise the Provincial Executive regarding the communications practices and procedures of the NSTU;
- j. review plans to build grassroots political action in each region of the province;
- k. review resource material regarding Political Action and Public Relations to assist Local Leaders in carrying out their mandate;
- l. assist in the planning of the biennial Political Action and Public Relations Conference in to provide professional development opportunities for Local Leaders;
- m. consider such resolutions submitted to Annual Council to make recommendations for Council’s consideration where appropriate; and,
- n. participate as required in the NSTU Policy Review Process by providing recommendations for the Governance and Policy Committee’s consideration.

**II. Composition and Term**

- a. The Committee shall have eight (8) Members representing each of the RRCs and CSANE.
- b. The Committee shall consist of six (6) Members appointed through the Nominating Committee process and two (2) Provincial Executive Members.
- c. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- d. The Provincial Executive Members appointed to the Committee shall serve renewable one (1) year terms.

**III. Meeting Frequency**

It is anticipated that the Political Action and Public Relations Committee will be able to accomplish the mandated tasks through three (3) meetings per year.

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**J. PROFESSIONAL ASSOCIATIONS COORDINATION COMMITTEE****I. Mandate**

The Committee shall:

- a. recommend procedures to the Provincial Executive with regard to the operation of Professional Associations;
- b. make recommendations to the Provincial Executive regarding the formation or disbandment of Professional Associations;
- c. advise the Provincial Executive on Professional Association matters;
- d. monitor the financial status of Professional Associations;
- e. circulate PACC Minutes to PA Presidents once approved;
- f. assist the officers of Professional Associations in organizing, managing, and directing the business and affairs of their respective Associations;
- g. receive the annual reports of Professional Associations;
- h. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate;
- i. organize and facilitate an annual Professional Associations Leaders Conference; and,
- j. perform such other functions or tasks as assigned by the Provincial Executive of the NSTU.

**II. Composition and Term**

- a. The Committee shall have six (6) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a three (3) year term.
- c. All Members appointed to the Committee through the Nominating Committee process shall be Members of a Professional Association Executive.
- d. Every reasonable effort will be made to ensure the Committee consists of Members from different Professional Association Executives.
- e. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- f. The Chair of the Committee will be appointed by the Provincial Executive following recommendations offered by the Committee.

**III. Meeting Frequency**

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

**K. PROFESSIONAL DEVELOPMENT COMMITTEE****I. Mandate**

The Committee Shall:

- a. support and develop strategies and programs to promote professional development for the membership of the Nova Scotia Teachers Union at the individual, educational site, Local, and provincial levels;
- b. provide advice to the Provincial Executive on matters relating to professional development and in-service education;
- c. monitor the professional development needs of the membership;
- d. liaise with Local Professional Development Committees to support and assist in their efforts;
- e. administer the following funding programs:
  - i. NSTU Full Time Study Grant,
  - ii. Out-of-Province Study Grant, and
  - iii. Travel Fellowship, and the Educational Research Award Program;
- f. recommend policy to the Provincial Executive on matters relating to the professional development needs of the membership;
- g. plan a biennial conference to provide opportunities for Local leaders to network and learn about professional development trends;
- h. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
- i. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

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**II. Composition and Term**

- a. The Committee shall consist of six (6) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.

**III. Meeting Frequency**

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

**L. STATUS OF WOMEN COMMITTEE****I. Mandate**

The Committee shall:

- a. advise the Provincial Executive on ways of enhancing the status of women in the teaching profession and in society;
- b. develop policy recommendations for the Provincial Executive to support policies of the employer that are relevant to women's issues;
- c. provide advice to the Provincial Executive on the content, delivery, and design of status of women programs;
- d. make recommendations to the Provincial Executive for possible action on issues related to the status of women;
- e. make recommendations to the Provincial Executive on outreach to community-based women's organizations;
- f. advise the Provincial Executive on how to include women members in all aspects of the NSTU organization and programs;
- g. advise the Provincial Executive on how to promote opportunities for networking, leadership, and professional development for women members;
- h. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
- i. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

**II. Composition and Term**

- a. The Committee shall consist of six (6) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- c. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.
- d. That the individuals serving on the Committee, including the Staff liaison assigned to the Committee, identify as female.

**III. Meeting Frequency**

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

**M. SUBSTITUTE TEACHER COMMITTEE****I. Mandate**

The Committee shall:

- a. advise the Provincial Executive on issues affecting and of concern to substitute teachers;
- b. advise the Provincial Executive regarding workshops for substitute teachers;
- c. consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate; and,
- d. participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

**II. Composition and Term**

- a. The Committee shall consist of five (5) Members appointed through the Nominating Committee process plus a Provincial Executive Member.
- b. Preference, where possible, will be given to Reserve Members.

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- c. All Members appointed to the Committee through the Nominating Committee process shall serve a two (2) year term.
- d. The Provincial Executive Member appointed to the Committee shall serve a renewable one (1) year term.

### III. Meeting Frequency

It is anticipated that the Committee can fulfill its mandate in three (3) meetings per year.

*Reference: OP4 amended by substitution May 2019; amended November 2019; December 2020; February 2021; June 2021; September 2021; February 2023; December 2023; February 2024 (effective August 2024)*

## 5. COMMITTEES – STATUTORY, QUASI-STATUTORY, AND CONTRACTUAL COMMITTEES OF THE NSTU

### A. DISCIPLINE COMMITTEE

#### I. Authority

Pursuant to the *Teaching Profession Act*, the NSTU has the authority to discipline its Members. The terms of reference for this Committee are provided in NSTU Standing Orders.

#### II. Due Process

The concept of due process requires that the Committee must ensure that all who appear before it are fairly heard. Due process must involve the following principles:

- a. the Respondent receives a clear statement of the complaint;
- b. the Respondent has the right to attend in person and be represented by counsel; and,
- c. the Respondent has the right to contradict the evidence by means of contrary statements or cross-examination.

#### III. Attendance by Committee Members

It is a fundamental principle of quasi-judicial procedure that all who decide, must hear. A Committee Member, who, for whatever reason, cannot hear all the evidence and argument upon which a decision is based is disqualified from deciding.

#### IV. Committee Member Conflict of Interest

Where a Committee Member has a conflict of interest in a matter before the Committee, the Committee Member shall disclose the conflict and recuse themselves from the hearing. Where a Committee Member is uncertain regarding whether they may or may not have a conflict of interests, the Committee Member shall disclose the potential conflict and the Committee will make a determination regarding whether a conflict exists or not.

#### V. Counsel

Legal counsel is available to the Committee through the NSTU solicitors. It is recommended that the attendance and opinion of the solicitors be available to the Committee as a matter of routine.

#### VI. NSTU Staff

At the request of the Executive Director or the Committee an Executive Staff Officer may be asked to investigate the complaint; the investigation will be presented to the Committee. If at any time during an investigation, the Executive Staff Officer concludes that the complaint is frivolous or vexatious or does not raise matters which lie within the mandate of the Committee, the Executive Staff Officer shall report that conclusion to the Committee, and the Committee may dismiss the complaint.

#### VII. Procedure

- a. A quorum of the Committee consists of a majority of members of the Committee.
- b. All decisions of the Committee shall be by way of majority vote.
- c. At the commencement of a hearing, the Committee shall elect one of its members to act as Chair for the purpose of hearing and disposing of the complaint.

#### VIII. Notice

- a. A complaint pursuant to Standing Orders – Discipline Committee may be filed by a Local, Executive of a Local, or the Provincial Executive. A clear motion to file a complaint must be approved by majority vote of a Local, Executive of a Local, or the Provincial Executive. The complaint shall:

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- i. be in writing to the Executive Director;
  - ii. identify the individual subject to the complaint (the Respondent);
  - iii. identify the conduct complained of; and,
  - iv. be sufficiently detailed to allow the Respondent or the Respondent’s solicitor an opportunity to prepare an adequate response.
- b. Upon receipt of a complaint the Executive Director shall, as soon as practicable,
    - i. advise the Respondent that the complaint has been filed and provide a copy of the complaint; and,
    - ii. refer the matter to the Discipline Committee.
  - c. The Executive Director, after consulting the Discipline Committee, shall set a hearing date and shall, not fewer than thirty (30) days before the hearing date, cause to be served on the Respondent, a notice of the hearing stating the date, time and place at which the Committee will hold the hearing. The notice shall further advise the Respondent of the right to appear in person, with or without counsel, and that the Committee may proceed at the hearing and dispose of the complaint in the absence of the Respondent.

#### **IX. Action Open to the Committee**

- a. If the complaint is not proven on a balance of probabilities, in the opinion of the Committee, the Committee may dismiss the complaint.
- b. If the complaint is proven on a balance of probabilities, in the opinion of the Committee, but the Committee does not believe the complaint is of a severity which warrants reprimand the Committee may state this finding.
- c. If the Committee is satisfied that the complaint is proven on a balance of probabilities, the Committee may decide that:
  - i. the Respondent be reprimanded;
  - ii. the Respondent’s membership in the NSTU be suspended for a stated term of time; or,
  - iii. the Respondent be expelled from the NSTU.

#### **X. The Conduct of Hearings**

- a. If the Respondent fails to appear at the hearing, the Committee may proceed with the hearing and deal with the complaint in the absence of the Respondent, upon being satisfied that due notice of the hearing was provided.
- b. Evidence may be given before the Committee in any manner that the Committee considers appropriate and the Committee is not bound by the rules of law respecting evidence applicable to judicial proceedings.
- c. Except as provided herein, the Committee may determine its own procedure.
- d. All proceedings before the Committee shall be conducted “in-camera” unless the Committee, the Complainant and the Respondent agree otherwise.
- e. Where a proceeding is commenced before the Committee pursuant to these procedures, and the term of office on the Committee of a member sitting for a hearing expires or is terminated, other than for cause, before the proceeding is disposed of but after evidence has been heard, the member shall be deemed to remain a member of the Committee for the purpose of completing the disposition of the proceeding in the same manner as if the term of office of the member had not expired or had not been terminated.
- f. The Chair of the Committee may from time-to-time adjourn a hearing.
- g. The Complainant, either the Local, the Executive of the Local, the Provincial Executive, or an individual acting on behalf of the Complainant, will present its case first.
- h. An opportunity for the Respondent, representative(s) for the Respondent, or members of the Committee to examine the evidence of the Complainant, shall then be provided.
- i. The Respondent will present second.
- j. An opportunity for the Complainant, representative(s) for the Complainant, or members of the Committee to examine the evidence of the Respondent, shall then be provided.
- k. An opportunity to make a statement in summary in rebuttal will be given first to the Respondent.

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- l. An opportunity to make a statement in summary in rebuttal will be given second to the Complainant.
- m. No statements are made under oath.
- n. The failure of one party or the other to appear before the Committee will not relieve the Committee of its responsibility to make the best assessment of the facts possible under those circumstances.
- o. The decision of the Committee will consist in one part of a simple statement of its decision and in the second part of reasons leading to its decision.
- p. The Committee shall notify the Respondent and the Complainant of its decision by prepaid, registered letter and will also file copies of the decision with the Provincial Executive.

#### **XI. Implementation**

Upon filing of the decision with the Provincial Executive, it shall be the responsibility of the Provincial Executive to implement the decision.

#### **B. DISTRIBUTED LEARNING COMMITTEE**

##### **I. Authority**

Pursuant to the *Teachers' Provincial Agreement*, the NSTU is required to participate on this Committee.

##### **II. Composition and Term**

- a. The Committee shall consist of three (3) Members appointed through the Nominating Committee process plus an Executive Staff Officer.
- b. Appointments shall be for a three (3) year term and be appropriately staggered.

##### **III. Meeting Frequency**

The Committee shall meet at the request of either the Department or the Union but in any event not less than twice a year.

#### **C. PENSION APPEAL COMMITTEE**

##### **I. Authority**

Pursuant to the *Teachers' Pension Act*, the NSTU is required to participate on this Committee.

##### **II. Appointment and Term**

- a. The NSTU appointment to the Nova Scotia Teachers' Pension Appeals Committee shall be by the Provincial Executive upon recommendation of the NSTU Table Officers.
- b. The appointment to the Committee shall be for a two (2) year term to coincide with the *Teachers' Pension Act*.

#### **D. PROFESSIONAL COMMITTEE**

##### **I. Authority**

The *Teaching Profession Act* requires the NSTU to have a Professional Committee and dictates some of its terms; other terms of reference for this Committee are provided in NSTU By-Laws.

##### **II. Due Process**

The concept of due process requires that the Committee must ensure that all who appear before it are fairly heard. Due process must involve the following principles:

- a. the Respondent receives a clear statement of the complaint;
- b. the Respondent has the right to attend in person and be represented by counsel; and,
- c. the Respondent has the right to contradict the evidence by means of contrary statements or cross-examination.

##### **III. Attendance by Committee Members**

It is a fundamental principle of quasi-judicial procedure that all who decide, must hear. A Committee Member, who, for whatever reason, cannot hear all the evidence and argument upon which a decision is based is disqualified from deciding.

##### **IV. Committee Member Conflict of Interest**

Where a Committee Member has a conflict of interest in a matter before the Committee, the Committee Member shall disclose the conflict and recuse themselves from the

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hearing. Where a Committee Member is uncertain regarding whether they may or may not have a conflict of interests, the Committee Member shall disclose the potential conflict and the Committee will make a determination regarding whether a conflict exists or not.

#### V. Counsel

Legal counsel is available to the Committee through the NSTU solicitors. It is recommended that the attendance and opinion of the solicitors be available to the Committee as a matter of routine.

#### VI. NSTU Staff

At the request of the Executive Director or the Committee an Executive Staff Officer may be asked to investigate the complaint; the investigation will be presented to the Committee. If at any time during an investigation, the Executive Staff Officer concludes that the complaint is frivolous or vexatious or does not raise matters which lie within the mandate of the Committee, the Executive Staff Officer shall report that conclusion to the Committee, and the Committee may dismiss the complaint.

#### VII. Procedure

- a. A quorum of the Committee consists of a majority of members of the Committee.
- b. All decisions of the Committee shall be by way of majority vote.
- c. At the commencement of a hearing, the Committee shall elect one of its members to act as Chair for the purpose of hearing and disposing of the charge/complaint.

#### VIII. Notice

- a. A complaint pursuant to Section 11 of the *Teaching Profession Act* – Professional Committee may be filed by a Local, Executive of a Local, or the Provincial Executive. A clear motion to file a complaint must be approved by majority vote of a Local, Executive of a Local, or the Provincial Executive. The complaint shall:
  - i. be in writing to the Executive Director;
  - ii. identify the individual subject to the complaint (the Respondent);
  - iii. identify the conduct complained of; and,
  - iv. be sufficiently detailed to allow the Respondent or the Respondent’s solicitor an opportunity to prepare an adequate response.
- b. Upon receipt of a complaint the Executive Director shall, as soon as practicable,
  - i. advise the Respondent that the complaint has been filed and provide a copy of the complaint; and,
  - ii. refer the matter to the Professional Committee.
- c. The Executive Director, after consulting the Professional Committee, shall set a hearing date and shall, not fewer than thirty (30) days before the hearing date, cause to be served on the Respondent, a notice of the hearing stating the date, time and place at which the Committee will hold the hearing. The notice shall further advise the Respondent of the right to appear in person, with or without counsel, and that the Committee may proceed at the hearing and dispose of the complaint in the absence of the Respondent.

#### IX. Matters to be Proven

The *Teaching Profession Act* indicates that the Complainant must prove that the Respondent is “guilty of conduct unbecoming a member of the teaching profession.” The term “unbecoming conduct” may include, but is not limited to:

- a. a violation of the Code of Ethics; or,
- b. conduct that is likely to scandalize the community with which the profession must deal.

#### X. Action Open to the Committee

- a. If the complaint is not proven on a balance of probabilities, in the opinion of the Committee, the Committee may dismiss the charge.
- b. If the complaint is proven on a balance of probabilities, in the opinion of the Committee, but the Committee does not believe the complaint is of a severity which warrants reprimand the Committee may state this finding.
- c. If the complaint is proven on a balance of probabilities, in the opinion of the Committee, the Committee may decide to apply either internal or external sanctions:
  - i. Internally the Committee may decide that:

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1. the Respondent be reprimanded;
  2. the Respondent's membership in the NSTU be suspended for a stated term of time; or,
  3. the Respondent be expelled from the NSTU.
- ii. Externally the Committee may decide to recommend to the Minister that:
1. the Respondent's license be suspended for a term of time; or,
  2. the Respondent's certificate be cancelled.

#### **XI. The Conduct of the Hearing**

- a. If the Respondent fails to appear at the hearing, the Committee may proceed with the hearing and deal with the complaint in the absence of the Respondent, upon being satisfied that due notice of the hearing was provided.
- b. Evidence may be given before the Committee in any manner that the Committee considers appropriate and the Committee is not bound by the rules of law respecting evidence applicable to judicial proceedings.
- c. Except as provided herein, the Committee may determine its own procedure.
- d. All proceedings before the Committee shall be conducted "in-camera" unless the Committee, the Complainant and the Respondent agree otherwise.
- e. Where a proceeding is commenced before the Committee pursuant to these procedures, and the term of office on the Committee of a member sitting for a hearing expires or is terminated, other than for cause, before the proceeding is disposed of but after evidence has been heard, the member shall be deemed to remain a member of the Committee for the purpose of completing the disposition of the proceeding in the same manner as if the term of office of the member had not expired or had not been terminated.
- f. The Chair of the Committee may from time-to-time adjourn a hearing.
- g. The Complainant, either the Local, the Executive of the Local, the Provincial Executive, or an individual acting on behalf the Complainant, will present its case first.
- h. An opportunity for the Respondent, representative(s) for the Respondent, or members of the Committee to examine the evidence of the Complainant, shall then be provided.
- i. The Respondent will present second.
- j. An opportunity for the Complainant, representative(s) for the Complainant, or members of the Committee to examine the evidence of the Respondent, shall then be provided.
- k. An opportunity to make a statement in summary in rebuttal will be given first to the Respondent.
- l. An opportunity to make a statement in summary in rebuttal will be given second to the Complainant.
- m. No statements are made under oath.
- n. The failure of one party or the other to appear before the Committee will not relieve the Committee of its responsibility to make the best assessment of the facts possible under those circumstances.
- o. The decision of the Committee will consist in one part of a simple statement of its decision and in the second part of reasons leading to its decision.
- p. The Committee shall notify the Respondent and the Complainant of its decision by prepaid, registered letter and will also file copies of the decision with the Provincial Executive.

#### **XII. Implementation**

Upon filing of the decision with the Provincial Executive, it shall be the responsibility of the Provincial Executive to implement the decision.

#### **E. PROGRAM DEVELOPMENT ASSISTANCE FUND COMMITTEE**

##### **I. Authority**

Pursuant to the *Teachers' Provincial Agreement*, the NSTU is required to participate on this Committee.

##### **II. Composition and Term**

- a. The Committee shall have two (2) Members appointed through the Nominating Committee process plus an Executive Staff Officer (who shall be the non-voting Chair).
- b. Appointments shall be for a three (3) year term and be appropriately staggered.

*Reference: OP5 amended by substitution May 2019; amended June 2022*

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## 6. BOARDS, FOUNDATIONS, AND TRUSTEES OF THE NSTU

### A. NSTU GROUP INSURANCE TRUSTEES

#### I. Mandate

The mandate of the Insurance Trustees is to manage the NSTU Group Insurance plans as defined by the Trust Deed between the NSTU and the Trustees of the Nova Scotia Teachers Union Group Insurance Trust Fund.

- a. The replacements on the Insurance Trustees shall be representative of various geographical areas throughout the province.
- b. The Insurance Trustees shall submit an audited annual financial report to the Provincial Executive.
- c. Consider such resolutions submitted to Annual Council to make recommendations for Council's consideration where appropriate.
- d. Participate as required in the NSTU Policy Review Process by providing recommendations for the Provincial Executive's consideration.

#### II. Composition and Term

- a. The maximum number of Trustees shall be six (6) Members appointed by the Provincial Executive.
- b. Trustees shall serve a term of seven (7) years and are not eligible for reappointment.
- c. An Insurance Trustee shall not hold or run for any elected office in the NSTU while serving as a Trustee.
- d. Insurance Trustees may attend Annual Council as a Local Delegate.
- e. Where any Trustee has died, resigned, or been removed, the Provincial Executive shall appoint a successor for such Trustee and the new Trustee shall serve a term of seven (7) years.
- f. When the vacancy occurs after the first Trustee's meeting of the school year, the new Trustee will complete that year and the seven (7) year term will begin at the end of that school year.
- g. Every effort shall be made to provide that at least one (1) of the Trustees be fluent in both official languages.
- h. No term, probationary or permanent NSTU staff member shall be eligible to serve as an Insurance Trustee.

#### III. Meeting Frequency

The Insurance Trustees typically meet ten (10) times per academic year. The Trust Deed stipulates that the Trustees determine their rules of procedure.

### B. NOVA SCOTIA TEACHERS' PENSION PLAN TRUSTEE INCORPORATED BOARD OF DIRECTORS

#### I. Mandate

This Board oversees the investment and administration of the Teachers' Pension Fund.

#### II. Composition and Term

- a. The Board of Directors, Teachers' Pension Plan Inc. are appointed by the Provincial Executive upon recommendation of the NSTU Table Officers.
- b. Composition shall include:
  - i. one (1) Retired Member, for a three (3) year term, renewable for a second three (3) year term;
  - ii. one (1) Active Member, for a three (3) year term, renewable for a second three (3) year term;
  - iii. an NSTU Executive Staff Officer; for a three (3) year term, term may be renewed indefinitely; and,
  - iv. one (1) person whose professional background involves actual experience managing/overseeing the investments of a pension/insurance fund(s), preferably with a CFA or CFP designation (or equivalent). Their term would be a three (3) year term, renewable for a second three (3) year term.

#### c. Criteria for selection:

- i. person(s) have considerable knowledge about the Teachers' Pension Plan;
- ii. person(s) have experience in and/or knowledge about investments particularly the investments of pension funds; and,
- iii. person(s) have experience as a Trustee or has a working knowledge of Trusts.

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**III. Announcement of Vacancy**

Application for these positions will be through *The Teacher* and the NSTU website.

**C. SHEONOROIL FOUNDATION – BOARD OF DIRECTORS (TRUSTEES)**

The Sheonoroil Foundation is an arms-length charitable agency created to fund school-based projects and research directed at reducing violence in schools. The Board of Directors is the governing body of the Foundation; it develops Foundation policy, mandates Foundation initiatives and approves project funding.

**I. Mandate**

The objects of the Sheonoroil Foundation are:

- a. to engage in or support research and investigation into the effects of educational site violence on the physical and emotional health and welfare of teachers and other stakeholders in the public education system, and the corresponding impact upon the ability of individuals to perform their roles in the system and otherwise support the education process;
- b. to develop and support appropriate intervention strategies to deal with violence in the public school system; and,
- c. to serve as a central repository for the preparation, collection, and distribution of resources on school violence.

**II. Composition and Term**

- a. There shall be six (6) persons appointed as Trustees for terms of three (3) years, with one (1) such Trustee to be a Retired Teachers' Organization Member, and the remaining five (5) Trustees to be Active Members; and,
- b. one (1) additional member from the Provincial Executive for a term of two (2) years, renewable for an addition one (1) year term.

**D. TEACHERS' PENSION BOARD****I. Composition and Term**

- a. The NSTU representatives on the Nova Scotia *Teachers' Pension Board* consist of:
  - i. the NSTU President;
  - ii. the Immediate Past President, or person designated by the Provincial Executive;
  - iii. the Executive Director; and,
  - iv. an Executive Staff Officer responsible for pension matters.
- b. In the event that a *Teachers' Pension Board* member named for office is unable to serve, then the NSTU shall appoint a replacement on a temporary or permanent basis.

**II. Pension Board Representation**

The Executive Staff liaison to the *Teachers' Pension Board* is named designate to the NSTU Pension Committee.

*Reference: OP6 amended by substitution May 2019; amended December 2020; January 2024*

**7. CONFIDENTIALITY****A. POLICY**

The Policy on Confidentiality is set out in NSTU Standing Orders and reads: *Individuals in an elected or appointed leadership role of the NSTU, its employees, and others acting on the organization's behalf are obligated to hold confidential information in strict confidence and shall not disclose or use any confidential information except in the course of carrying out authorized activities on behalf of the Union; as expressly authorized by the Executive Director, NSTU President, or Provincial Executive in writing; or where required by law.*

**B. CONFIDENTIAL INFORMATION DEFINED**

For the purposes of the Standing Order on Confidentiality and these Procedures, confidential information is defined as, but may not necessarily be limited to:

- I. personal information and data concerning Union Members;
- II. personal information and data concerning Union employees;
- III. details regarding collective bargaining negotiations;
- IV. details regarding business operations and financial matters of the Union;

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- V. information that would reasonable be considered to be personal or confidential;
  - VI. Internal discussions involving the NSTU President, Provincial Executive, and/or staff that precede decisions on NSTU policy, public position, or contract interpretation; and,
  - VII. any materials explicitly marked as confidential.
- Confidential information will not include the following:
- VII. information that is generally known in the Union;
  - VIII. information that is now or subsequently becomes generally available to members through no wrongful act of the leader or employee; or,
  - IX. information rightly in the possession of the leader or employee prior to receiving the confidential information from the Union.

#### C. OBLIGATION

In accordance with the Standing Order on Confidentiality and these Procedures, individuals entrusted with confidential information must adhere to the following guidelines:

- I. take reasonable steps to ensure confidential materials are not released to unauthorized persons and report any inadvertent disclosure to the appropriate Union Leader or supervisor;
- II. make reasonable efforts to ascertain whether or not information is confidential and whether or not the release of information is authorised (if in doubt regarding disclosure of information, individuals should consult the Executive Director);
- III. ensure confidential information stored in a digital format is on a secure system and viewed on a secure device;
- IV. surrender all confidential documents to the appropriate Union Leader or supervisor upon leaving their position; and,
- V. adhere to the obligation to hold confidential information in strict confidence beyond the term of the leadership role or employment.

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#### D. CONFIDENTIALITY AS IT PERTAINS TO THE PROVINCIAL EXECUTIVE

- I. The Provincial Executive have a heightened fiduciary duty regarding Confidentiality.
- II. All discussion and decisions taken while *in camera* (closed session) are to be considered confidential. Speaking notes may be created, by the NSTU President in consultation with the Executive Director and the Provincial Executive as a whole, for individual Provincial Executive Member's use while addressing questions from NSTU Members.
- III. Items to be discussed in closed session shall include, but not necessarily be limited to, the following:
  - a. Personnel Committee Report,
  - b. Nominating Committee Report,
  - c. Discipline matters,
  - d. Negotiations updates, asking packages, and tentative agreements,
  - e. Grievances,
  - f. Reports from the Insurance Trustees,
  - g. Reports regarding the Teachers' Pension Plan,
  - h. Audited Financial Statements and Draft Budgets, and
  - i. Other items as recommended by the Table Officers and approved by two-third (2/3) majority of the Provincial Executive.
- IV. Neither the views expressed in debate nor the vote of individual Members (on confidential matters) shall be disclosed to persons outside of the Provincial Executive.
- V. Failure to adhere to confidentiality Policy and Operational Procedures may lead to reprimand, suspension, or removal as appropriate.
- VI. Upon taking office on the Provincial Executive individuals will be asked to sign an acknowledgement that they have reviewed and understood the Policy and Procedures on confidentiality.

*Reference: June 2022*

## 8. CONFLICT OF INTEREST

### A. POLICY

The Policy on Conflict of Interest is set out in NSTU Standing Orders and reads: *Individuals in an elected or appointed leadership role of the NSTU, its employees, and others acting on the organization's behalf have the obligation to avoid conflicts of interest; the perception of conflict of interest; and to ensure that their activities and interests do not conflict with their responsibilities to the Nova Scotia Teachers Union.*

### B. DEFINITION

A conflict of interest arises in situations where an individual's private affairs or financial interests are in conflict, or could result in the perception of conflict, with their duties or responsibilities. A real or apparent conflict of interest includes, but is not limited to, where a person:

- I. has the potential for monetary gain or access to increased status or power;
- II. has a direct or indirect interest in any enterprise which transacts business with the Union;
- III. serves on a selection committee where a personal relationship with an applicant may create undue bias.
- IV. renders service for compensation and that compensation is an attempt to gain favour; and,
- V. has a leadership role with an external body that may render a decision inimical to the interests of the Union.

### C. SELF DISCLOSURE

- I. Persons in leadership roles shall:
  - a. be sensitive to the perception of conflict of interest;
  - b. make known in advance any possible conflict of interest;
  - c. err on the side of caution rather than presume that no conflict may be perceived; and,
  - d. consult the Executive Director when in doubt whether a conflict may exist.
- II. Upon assuming membership on the Provincial Executive or appointment to a staff position, that person shall report to the Executive Director any affiliation which may lead to any perceived or potential conflict.
- III. Where a person in a leadership role, has a conflict of interest, in any matter and is present at a meeting at which the matter is the subject of consideration, the member shall:
  - a. prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
  - b. absence themselves from the portion of the meeting where the matter is discussed (such absence to be recorded in the minutes);
  - c. not take part in the discussion of, or vote on any question in respect of the matter; and,
  - d. not attempt in any way whether before, during or after the meeting to influence the voting on any such question.
- IV. When a person in a leadership role continues to participate despite a possible conflict of interest, it is acceptable to ask for the group's concurrence in this choice, and it is acceptable for another participant to challenge this decision and put the matter to a vote by the assembly.

### D. VOTING IN ELECTIONS OR ON COLLECTIVE GAINS

Notwithstanding these conflict of interest procedures, individuals do have the right to vote for themselves in elections. Additionally, where there is a potential collective gain, as in a motion to increase a subsidy allocated for attending conventions, all members continue to have a right to vote.

### E. POLICY ENFORCEMENT PROCEDURES

If a person in a leadership role or an NSTU employee does not declare a possible conflict of interest and a conflict of interest is found to exist, or where a conflict of interest is determined to have occurred, the person(s) may be liable to the Nova Scotia Teachers Union and subject

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to such actions as deemed legal and appropriate. Procedures, processes, and reporting under this Policy and Procedures shall be under the advisement and direction of the Executive Director of the NSTU.

#### F. APPEAL

Any decision of the Executive Director taken as a result of the application of this Policy and Procedures shall be subject to appeal to the Table Officers of the NSTU.

*Reference: February 1999; amended October 2019*

## 9. ELECTION PROCEDURES

### A. ELECTION OF THE NSTU PRESIDENT

#### I. Notice of Pending Election

- a. Notice of a pending NSTU Presidential elections shall be posted on the NSTU website and advertised in an issue of *The Teacher* at least thirty (30) days prior to the closing of nominations.
- b. Notice of a pending NSTU Presidential election shall be sent to NSTU leadership (Local Presidents, RRC Chairs, and Provincial Executive Members) at least thirty (30) days prior to the closing of nominations.
- c. Notice shall include the process for nominations.

#### II. Nominations

- a. Nominations for the office of NSTU President shall be submitted on the official Nomination Form.
- b. Nomination Forms may be obtained from the Executive Director or designate.
- c. A candidate's Nomination Form must be completed in full, including the signatures of twenty-five (25) Active or Reserve Members, and returned to the Executive Director or designate no later than 4:00 p.m. on the last Friday in February (the closing of nominations).

#### III. Promotion of the Vote

- a. Posters shall be created and mailed to NSTU Representatives to display at worksites that remind Members of the election dates and times and encourage voting.
- b. The NSTU website shall be used to post messages reminding Members to vote; Locals are encouraged to use their websites as well to promote the vote.
- c. NSTU webmail shall be used to send reminders to NSTU Representatives, Local Presidents, RRC Chairs, and Provincial Executive Members of the election, both before and during the voting period.
- d. On voting day, an email will be sent to each Member with an NSTU webmail address to remind them to vote, with a link to the website voting page.
- e. Locals are encouraged to include training for NSTU Representatives at Local Rep Retreats on the procedures to follow for electronic voting.

#### IV. Election of President

- a. A candidate must obtain a majority of the votes cast to be elected as the President of the Nova Scotia Teachers Union.
- b. In the event that a candidate does not obtain a majority of votes on the first ballot, there shall be a second ballot. The second ballot shall contain only the names of the two (2) candidates obtaining the highest number of votes cast on the first ballot.
- c. In the event of an equality of votes, the choosing of candidates for the second ballot or for the election of President, the decision shall be by lottery (i.e. placing the names of the candidates on equal size pieces of paper placed in a box and one (1) name being drawn by the Chief Electoral Officer).

#### V. Voting Day

- a. The first ballot for the NSTU Presidential election shall be held the second (2<sup>nd</sup>) Wednesday following Annual Council.
- b. If required, a second ballot shall be conducted the fourth (4<sup>th</sup>) Wednesday following Annual Council.

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**VI. Financial**

- a. Candidates are eligible for reimbursement of election expenses incurred up to three thousand dollars (\$3,000.). In addition, candidates on a second ballot may claim an additional one thousand dollars (\$1,000.) to a total of four thousand dollars (\$4,000.) for election expenses incurred. In addition, the NSTU will cover up to fifteen (15) release days for each candidate on the first ballot. In addition, the NSTU will cover up to three (3) additional days for each candidate on a second ballot.
- b. To be eligible for 100% reimbursement as outlined in VI. a. above the candidate must receive at least 10 percent (10%) of the total votes cast in the first round of voting. Candidates receiving below 10 percent (10%) of the total votes cast in the first round of voting will receive reimbursement based on a prorated amount of their percentage of votes divided by 10 (for clarity, as an example, an individual receiving five point six percent (5.6%) of the total votes cast on the first ballot shall receive reimbursement based on 5.6/10 times three thousand dollars (\$3,000) or one thousand six hundred and eighty dollars (\$1,680)). Percentage vote shall be rounded to the nearest tenth (1/10<sup>th</sup>) of a percent.
- c. The claim for expenses must be submitted on an Election Claim Form available from the Executive Director or designate. Allowable reimbursable expenses include travel, accommodations, meals, postage, stationery, telephone costs, printing, and other promotional costs. All expenses must be substantiated by receipts and approved by the Executive Director or designate. Release days requiring a substitute teacher must be noted on the Election Claim Form.
- d. Total campaign spending, excluding release days (to a maximum as outlined in VI. a. above), by or on behalf of each candidate may not exceed five thousand dollars (\$5,000.).
- e. Total campaign spending for candidates on a second ballot may include an additional two thousand dollars (\$2,000.) for a total of seven thousand dollars (\$7,000.).
- f. A financial statement report must be submitted on the prescribed form to the Executive Director or designate within sixty (60) days of the election. Such reports to be published in *The Teacher*.

**VII. Candidates' Publicity**

- a. In an NSTU Presidential election year, the NSTU shall publish two (2) special election issues of *The Teacher*. Each candidate for office will be entitled to two (2) pages per issue, content to be determined by the candidate. The first issue will also contain an explanation of the method of voting. Candidate material shall appear in alphabetical order. Once nominated all candidates' input to *The Teacher* shall be limited to the special election issues. The incumbent President may continue to include the "From the NSTU President" column in *The Teacher*.
- b. Following the close of nominations, candidates for NSTU President shall be provided a static webpage on the NSTU website, which will host the candidate information that is published in *The Teacher* and the candidate's election poster. Links to the candidate webpages shall be highlighted on the NSTU homepage during the active campaigning timeframe.
- c. Candidates' statements carried in *The Teacher* will also be carried on the NSTU website during the campaign.
- d. The NSTU will produce an election poster containing a photograph and brief statement from each candidate. Posters shall be 11" X 17" in size and be a maximum of two (2) colours including background. Colours may be of the candidate's choice. Posters will be mailed to NSTU worksites not later than the second (2<sup>nd</sup>) Wednesday in April and shall be provided on the basis of one (1) poster per NSTU worksite.
- e. The NSTU shall provide each candidate with two (2) complete school/worksites sets of mailing labels, upon request.

**VIII. Campaigning**

- a. Campaign guidelines are as set out in NSTU Standing Orders and these Operational Procedures.
- b. The NSTU shall conduct the Provincial All Candidates' Forum at Annual Council and post the Forum to the NSTU website within one (1) week following Council.

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- c. Active campaigning for the office of NSTU President may begin no sooner than the Monday following March Break.
- d. No invitation to prospective candidates shall be given by Locals or RRC's prior to the close of nominations.
- e. Locals and Regional Representative Councils are expected to treat candidates equitably in terms of access to their Members. If a Local or RRC allows a candidate to attend a meeting or event, then an invitation must be extended to all candidates. If a Local or RRC allows a candidate access to Members through social media, then the same access must be extended to all candidates.
- f. Candidates must adhere to the school/worksite visitation protocol as outlined at the all candidates' orientation.
- g. Suspected violations to these campaign guidelines shall be resolved in the following manner:
  - i. suspected violations shall be reported to the Executive Director or designate, in a timely manner, for resolution;
  - ii. the Executive Director or designate will attempt to resolve the issue informally;
  - iii. if the Executive Director or designate is able to resolve the issue informally no further action is required;
  - iv. if the Executive Director or designate is unable to resolve the issue informally the Executive Director or designate shall direct the issue to the Annual Council Elections Committee to make a ruling;
  - v. The Annual Council Election Committee will meet in a timely fashion to make a ruling and will inform all candidates regarding this ruling, the ruling shall be final; and,
  - vi. rulings may include but are not necessarily limited to:
    1. a written warning,
    2. a notice of censure to other candidates,
    3. a public notice of censure to the membership,
    4. a financial penalty, or
    5. removal from ballot.

#### **IX. Administrative**

- a. All candidates shall be offered the same NSTU services.
- b. The Executive Director or designate, shall arrange an all candidates' orientation to occur before the March Break.
- c. The candidate information kit shall be sent prior to the orientation meeting and shall include a list of the dates of known Local meetings.
- d. Following the election, the Executive Director or designate and the Regional Electoral Officers, with the assistance of NSTU Central Office, shall conduct an evaluation of the election procedures, by surveying the candidates. A report shall be made to the Provincial Executive at its last regular meeting prior to December break. The evaluation forms and report shall be kept on file to facilitate periodic overall reviews.

#### **X. Attendance at Annual Council and Provincial All Candidates' Forum**

- a. If not otherwise eligible to attend Council, Candidates may attend Annual Council at the expense of the Union.
- b. A Provincial All Candidates' Forum shall be held Saturday at Annual Council.
- c. The Forum shall consist of seven-minute presentations by each Candidate followed by a question and answer period of up to thirty (30) minutes.
- d. The order of the Candidates' presentations shall be chosen by lots.
- e. The forum will be moderated by the Independent Chair of Annual Council. Extension to the question and answer period will be at the discretion of the Independent Chair with consideration being given to the overall agenda of the business meeting.

### **B. ELECTIONS/BY-ELECTIONS FOR REGIONAL PROVINCIAL EXECUTIVE MEMBERS**

#### **I. Notice of Pending Election**

- a. Notice of all pending Regional Provincial Executive elections shall be posted on the NSTU website and advertised in an issue of *The Teacher* at least thirty (30) days prior to the closing of nominations.

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- b. Notice of a pending Regional Provincial Executive election shall be sent to NSTU leaders (Local President(s), RRC Chair (if applicable), and Provincial Executive Member(s)) from within the boundaries of the region as defined in NSTU By-Laws Article III – The Provincial Executive at least thirty (30) days prior to the closing of nominations.
- c. Notice shall include the process for nominations.

## II. Nominations

- a. Nominations for the office of Regional Provincial Executive shall be submitted on the official Nomination Form.
- b. The official Nomination Form may be found on the NSTU website.
- c. Individuals may nominate themselves.
- d. A candidate's Nomination Form must be completed and returned to the Executive Director or designate no later than 4:00 p.m. on the last Friday of February (the closing of nominations).
- e. In the event that no nominations are received in a given region, the close of nominations shall be extended by two (2) weeks, and notice shall be sent to NSTU leaders from within the boundaries of the region.

## III. Campaigning

- a. Campaign guidelines are as set out in NSTU Standing Orders and these Operational Procedures.
- b. Active campaigning for the office of Regional Provincial Executive Member may begin no sooner than the close of nominations.
- c. A one-page (8 ½ x 11) poster will be printed and circulated to NSTU Representatives within the Region by NSTU Central Office upon receipt from a candidate. An electronic copy of the poster shall be circulated, by NSTU Central Office, to members in the region.
- d. If a Local invites candidates to attend a Local meeting or event, the invitation must be extended to all candidates.
- e. Campaign spending by or on behalf of each candidate may not exceed two hundred dollars (\$200). Candidates are solely responsible for all campaign spending.
- f. All candidates shall submit an official financial statement report form to the Executive Director or designate within sixty (60) days from the conclusion of the election. This report is to include an itemized list of expenditures.
- g. Suspected violations to these campaign guidelines shall be resolved in the following manner:
  - i. suspected violations shall be reported to the Regional Electoral Officer, in a timely manner, for resolution;
  - ii. the Regional Electoral Officer will attempt to resolve the issue informally;
  - iii. if the Regional Electoral Office is able to resolve the issue informally no further action is required;
  - iv. if the Regional Electoral Officer is unable to resolve the issue informally the suspected violation shall be referred to the Executive Director or designate for resolution;
  - v. the Executive Director or designate will attempt to resolve the issue informally;
  - vi. if the Executive Director or designate is able to resolve the issue informally no further action is required;
  - vii. if the Executive Director or designate cannot resolve the issue informally the Executive Director or designate shall make a ruling and inform candidates and the Regional Electoral Officer regarding this ruling, the ruling shall be final; and,
  - viii. rulings may include but are not necessarily limited to:
    - 1. a written warning,
    - 2. a notice of censure to other candidates,
    - 3. a public notice of censure to the membership, or
    - 4. removal from ballot.

## IV. Voting Day

- a. The voting day shall be the third (3<sup>rd</sup>) Wednesday in April.

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**V. By-Election**

Notwithstanding I, II, and IV above, in the event of a vacancy as outlined in NSTU By-Laws Article III – The Provincial Executive Section 7 – Vacancy, the following process shall be followed:

- a. At the Provincial Executive's earliest convenience, they shall meet to set a closing date for nominations and a by-election date. Consideration shall be given to the timelines given above as well as the difficulty in holding a summer vote.
- b. Notice of the by-election shall be posted to the NSTU website and be sent to NSTU leaders from within the boundaries of the region.

**C. VOTING PROCEDURES FOR NSTU PRESIDENTIAL AND REGIONAL PROVINCIAL EXECUTIVE ELECTIONS****I. Eligibility to Vote**

- a. For NSTU Presidential elections, all Active and Reserve Members of the NSTU employed on voting day shall be eligible to vote. Substitute teachers employed on voting day shall be eligible to vote.
- b. For Regional Provincial Executive elections, all Active and Reserve Members of the NSTU employed within the boundaries of the region as defined in NSTU By-Laws Article III on voting day shall be eligible to vote. Substitute teachers employed within the boundaries of the region on voting day shall be eligible to vote.

**II. Distribution of Voting Cards and Nominal Lists**

- a. The Nominal List is the list of eligible voters for a given election.
- b. Voting Cards and Nominal Lists will be sent by registered mail to NSTU Representatives by NSTU Central Office.
- c. Additional Voting Cards will be available from the Regional Electoral Officer.
- d. A list of Voting Cards issued shall be maintained at NSTU Central Office.
- e. NSTU Representatives shall confirm receipt of Voting Cards and the Nominal List by email to the Regional Electoral Officer.

**III. Advance Issue of Voting Cards**

- a. NSTU Members who anticipate being absent from the worksite on voting day may ask their NSTU Representative for a Voting Card prior to the vote.
- b. The NSTU Representative shall have the Member sign the Nominal List and provide the Member with a Voting Card and instruction the Member on how to vote during the voting period.

**IV. Regional Electoral Officers**

- a. Prior to the deadline for nominations, the Provincial Executive shall appoint a Regional Electoral Officer for each region of the province. These individuals shall be responsible for the conduct of the election in their region.
- b. As per Article 31.02 (iv) of the *Teachers' Provincial Agreement*, the Regional Electoral Officer may request to be released from teaching duties on voting day if they deem it necessary to carry out their duties.
- c. The Regional Electoral Officers, with the assistance of an electoral committee if necessary, shall:
  - i. confirm with all NSTU Representatives that their worksite has received Voting Cards and a Nominal List;
  - ii. confirm with all NSTU Representatives that voting is proceeding as scheduled on voting day;
  - iii. be available to NSTU Representatives to answer questions and supply additional voting keys if necessary;
  - iv. report any suspected voting irregularities to NSTU Central Office;
  - v. confirm with all NSTU Representatives that unused Voting Cards and signed Nominal Lists are returned to NSTU Central Office; and,
  - vi. return additional Voting Cards that were not used to NSTU Central Office.

**V. On Voting Day**

- a. The voting period shall be from 6:00 a.m. to 8:00 p.m. on voting day.
- b. NSTU Representatives are encouraged to have a computer available for Members to use for voting and that the computer automatically display the NSTU website where Members can vote.
- c. NSTU Representatives shall:

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- i. identify voters;
- ii. have voters sign the Nominal List next to their name to confirm receipt of their Voting Card;
- iii. provide voters with a Voting Card;
- iv. instruction Members on how to vote during the voting period (to vote, go to the NSTU website (www.nstu.ca), select the icon for the vote, and follow the instructions for voting); and,
- v. return the signed Nominal List and all unused Voting Cards to NSTU Central Office at the conclusion of the voting period.

#### **VI. Electronic Ballot**

- a. The electronic ballot shall have candidates listed in alphabetical order.
- b. Unless otherwise instructed by a candidate, the full legal name of the candidate shall be posted on the ballot.

#### **VII. Verification and Counting**

- a. Voting Cards will be validated and votes will be counted electronically.
- b. The counting and recording of votes shall be conducted on a Local-by-Local basis where appropriate.

#### **VIII. Announcement of Voting Results**

- a. The Executive Director or designate shall:
  - i. notify all candidates of the vote results with an indication of the total votes received by each candidate; and,
  - ii. then post results to the NSTU website.
- b. For NSTU Presidential elections, on completion of a. above, the NSTU shall issue a press release announcing the successful candidate. The press release shall not contain the vote count.
- c. The vote results shall be published in the issue of *The Teacher* subsequent to the election.

#### **IX. Appeal**

- a. A defeated candidate may appeal the vote result on the grounds of voting irregularities.
- b. An appeal must be launched within forty-eight (48) hours of receipt of voting results.
- c. For NSTU Presidential elections the appeal shall be directed to the Chief Electoral Officer.
- d. For Regional Provincial Executive elections the appeal shall be directed to the Regional Electoral Officer. The advice of the Chief Electoral Officer may be requested through the Executive Director.
- e. The Electoral Officer shall investigate the claim of voting irregularities and shall either deny the appeal or order a revote in the affected area.

### **D. ELECTIONS CONDUCTED AT ANNUAL COUNCIL – FIRST VICE-PRESIDENT, DISCIPLINE COMMITTEE, PROFESSIONAL COMMITTEE, RESOLUTIONS COMMITTEE, AND CTF DELEGATES**

#### **I. Nominations**

- a. Elections at Annual Council shall be held for the following positions:
  - i. office of First Vice-President,
  - ii. NSTU delegates sent to the Annual General Meeting of the Canadian Teachers' Federation,
  - iii. members serving on the Discipline Committee,
  - iv. members serving on the Professional Committee, and
  - v. members serving on the Resolutions Committee.
- b. Nominations for elections held at Annual Council shall open on the last Friday in February.
- c. Nominations for elections held at Annual Council shall be submitted on the official Nomination Form found on the NSTU website. Individuals may nominate themselves.
- d. A candidate's Nomination Form must be completed and received by the Executive Director or designate no later than noon on the Friday of Annual Council.
- e. Notwithstanding c and d. above, candidates may be nominated from the floor of Council by any Voting Delegate of Annual Council, without the need to complete a Nomination Form.

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- f. Nominations for the office of First Vice-President shall close, with the Independent Chair's call for further nominations from the floor, during the Friday evening Session of Annual Council.
- g. Nominations for Committee members and CTF Delegate shall close, with the Independent Chair's call for further nominations from the floor, during the Saturday afternoon Session of Annual Council.

## II. Campaigning

- a. Campaign guidelines are as set out in NSTU Standing Orders and these Operational Procedures.
- b. Active campaigning for elections held at Annual Council may begin no sooner than the open of nominations.
- c. If a Local invites candidates to attend a Local meeting or event, the invitation must be extended to all known candidates contending for that specific office/delegation/committee.
- d. Suspected violations to these campaign guidelines shall be resolved in the following manner:
  - i. prior to Annual Council, suspected violations shall be reported to the Executive Director or designate, in a timely manner, for resolution;
  - ii. during Annual Council, suspected violations shall be reported to the Chair of the Annual Council Elections Committee;
  - iii. the Executive Director and/or Chair of the Annual Council Elections Committee will attempt to resolve the issue informally;
  - iv. if an informal resolution can be found no further action is required;
  - v. if no informal resolution is possible, the Executive Director or designate will make a ruling, the ruling shall be final, and the ruling may be announced to Annual Council; and,
  - vi. rulings may include but are not necessarily limited to:
    - 1. a written warning,
    - 2. a notice of censure to other candidates,
    - 3. a public notice of censure to the membership, or
    - 4. removal from ballot.

## III. Eligibility to Vote

- a. Only Voting Delegates (including Local Alternate Delegates replacing Local Voting Delegates) are eligible to vote.

## IV. Electronic Ballot

- a. The electronic ballot shall have candidates listed in alphabetical order on the screen at the front of Council Chambers. Unless otherwise instructed by a candidate, the full legal name of the candidate shall be posted on the ballot.
- b. Voting will be conducted by electronic key pad.
- c. Notwithstanding a. and b. above, if the electronic key pad system is not working, paper ballots will be used and scrutineers will count the ballots.

## V. Financial

- a. Campaign spending by or on behalf of each First Vice-Presidential Candidate may not exceed one thousand five hundred dollars (\$1,500).
- b. Campaign spending by or on behalf of each committee or CTF delegate candidate may not exceed one hundred dollars (\$100).
- c. Candidates are solely responsible for all campaign spending.
- d. All promotional items, including prizes sponsored by the candidate, shall be included in the determination of campaign expenditures and shall be supported by receipt or assessed at fair market value.
- e. All candidates shall submit an official financial statement report form to the Annual Council Elections Committee within sixty (60) days from the conclusion of Annual Council. This report is to include an itemized list of expenditures.
- f. The Annual Council Elections Committee shall forward candidates' financial statement reports to the Provincial Executive for review.
- g. First Vice-Presidential Candidates' financial statement reports shall be published in *The Teacher*.

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**VI. Candidates' Publicity**

- a. Each Candidate shall be permitted to have an insert in an issue of *The Teacher* prior to council. The insert to include:
  - i. one (1) head and shoulder photograph;
  - ii. a one hundred and fifty (150) word biography of personal, educational, and career achievements; and,
  - iii. a platform of objectives, not to exceed six hundred (600) words for First Vice-Presidential Candidates and not to exceed three hundred (300) words for all other Candidates.
- b. The Candidate's material for the insert must be forwarded to *The Teacher* at least fifteen (15) business days prior to publication.
- c. Inserts will appear in *The Teacher* in alphabetical order by office.
- d. First Vice-Presidential Candidates shall have two (2) opportunities to have inserts in *The Teacher* in subsequent issues.

**VII. Election of First Vice-President**

- a. A candidate must obtain a majority of the votes cast to be elected as the First Vice-President of the Nova Scotia Teachers Union.
- b. In the event that a candidate does not obtain a majority of votes on the first ballot, there shall be a second ballot. The second ballot shall contain only the names of the two (2) candidates obtaining the highest number of votes cast on the first ballot.
- c. In the event of an equality of votes, the choosing of candidates for the second ballot or for the election of First Vice-President, the decision shall be by lottery. (i.e. placing the names of the candidates on equal size pieces of paper placed in a box and one (1) name being drawn by the Independent Chair of Council)

**VIII. Attendance at Annual Council and Provincial All Candidates' Forum**

- a. If not otherwise eligible to attend Council, First Vice-Presidential Candidates may attend Annual Council at the expense of the Union.
- b. A Provincial All Candidates' Forum shall be held during the Opening Session of Annual Council.
- c. The Forum shall consist of seven-minute presentations by each Candidate followed by a question and answer period of up to twenty (20) minutes.
- d. The order of the Candidates' presentations shall be chosen by lots.
- e. The forum will be moderated by the Independent Chair of Annual Council. Extension to the question and answer period will be at the discretion of the Independent Chair with consideration being given to the overall agenda of the business meeting.

*Reference: OP9 amended by substitution October 2020; amended June 2022; December 2023*

**10. EXPENSE GUIDELINES****A. EXPENSE REIMBURSEMENT**

- I. NSTU members are eligible to claim expenses for accommodations, meals, travel, and other appropriate expenses while attending or en route to or from NSTU approved provincial NSTU meetings, conferences, or events according to rates established from time-to-time by the Provincial Executive.
- II. The Union will reimburse the approved expenses for members if they are participants at:
  - a. Annual Council;
  - b. Committee meetings of the NSTU;
  - c. Provincial Executive meetings;
  - d. Local Presidents' Conferences;
  - e. Provincially-Organized Conferences;
  - f. negotiating sessions; and,
  - g. other authorized Union events.
- III. Locals, Regional Representative Councils, and Professional Associations are to use these guidelines and rates when reimbursing their members for attending meetings and events at the Local, Regional, and Association level.

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- IV. In the event of an ambiguity concerning the consistency of an expense claim with NSTU expense guidelines, the expense form will be submitted to the next Finance and Property Committee meeting for review and disposition.

**B. GUIDELINES AND RATES FOR TRAVEL EXPENSE REIMBURSEMENT**

Barring unforeseen circumstances, weather or road conditions, all NSTU members travelling on NSTU business shall abide by the following guidelines and be reimbursed at the following rates as recommended by the Finance and Property Committee:

**I. Release Time for Purpose of Travel**

- a. When travel time during the working day is required by a member due to distance greater than two hundred and fifty (250) kilometres, the member shall utilize no more than one-half (1/2) day release time for the purposes of travel to and no more than one-half (1/2) day release time for the purposes of travel from NSTU events. Release time must be requested from and approved by the employer; the employer is generally under no obligation to grant release time for the purposes of travel.
- b. Notwithstanding a above, for the purposes of travel to Annual Council, the member shall utilize no more than one (1) day release time for the purposes of travel to Annual Council. All other provisions of a apply.
- c. Notwithstanding a above, for the purposes of travel to Annual Council, when travel is required by a Member greater than two hundred (200) kilometres but fewer than two hundred and forty-nine (249) kilometres, the Member may utilize up to one-half (1/2) day release time for the purpose of such travel. All other provisions of a apply.

**II. Accommodations**

- a. Accommodation for the previous night may not be claimed for meetings that begin at 2:00 p.m. or later. Accommodation for the night of the meeting may not be claimed for meetings that conclude at 1:00 p.m. or earlier.
- b. NSTU members may claim hotel accommodations while en route to an NSTU event providing that the distance from the member's home to the event venue is in excess of four hundred and fifty (450) kilometres. Reimbursement shall be the cost of the en route accommodation or the amount negotiated at the NSTU contract hotel, whichever is the lesser.
- c. Without a receipt for hotel accommodations, the NSTU will accept a claim for twenty dollars (\$20.00) per overnight stay where accommodations other than the member's personal residence is required.

**III. Meal Allowance**

NSTU members may claim a meal allowance while at or en route to an NSTU event providing that travel and attendance occurs during the normal meal hour and the meal is not supplied by the Union. The NSTU meal allowance is fifty-seven dollars per day (\$57.00/day), including tax and gratuities as follows:

- a. twelve dollars (\$12.00) for breakfast;
- b. fifteen dollars (\$15.00) for lunch; and,
- c. thirty dollars (\$30.00) for dinner.

**IV. Metrage Rate**

NSTU members may claim metrage while travelling on approved NSTU business at a metrage rate of fifty-eight cents per kilometre (58¢/km).

**V. Incidental Charges**

When staying overnight on approved NSTU business, an amount of eight dollars (\$8.00) per overnight stay is claimable.

**VI. Family Care**

NSTU members may claim family care expenses while travelling on approved NSTU business. The reimbursement of family care expenses shall be the minimum hourly wage rate set by the Province of Nova Scotia up to a maximum of eight hours per day (8 hrs/day) for children under the age of fourteen (14) years, or ten hours per day (10 hrs/day) maximum if overnight is required if the child is eighteen (18) years of age or younger. These rates will apply to special needs dependents and elder care with the approval of the Finance & Property Committee. A receipt must be provided from the person/agency providing the family care.

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**VII. Pet Care**

NSTU members may claim pet care expenses while travelling on approved NSTU business. The reimbursement of pet care expenses shall be a maximum of twenty dollars per day (\$20/day) including taxes. A receipt must be provided from the person/agency providing the pet care.

**VIII. Parking**

If not staying at any hotel, parking fees up to a maximum of twenty-five dollars per day (\$25/day) with official parkade receipts will be reimbursed.

**IX. Taxi**

The cost of taxi travel to and from the hotel to the Union building will only be reimbursed with receipt and approval.

**C. EXPENSE DIFFERENTIAL**

- I. NSTU members who attend either coincidentally held meetings, or closely scheduled meetings, for NSTU business and an outside agency or group, shall be entitled to collect an expense reimbursement from the outside agency or group, plus the appropriate differential for NSTU committee-related expenses, should NSTU expense guidelines differ or exceed those of the outside agency or group.
- II. NSTU members who are entitled to expenses paid by any organization or group other than the NSTU shall be subject to the expense guidelines and conditions of that organization or group, and shall not be entitled to expense reimbursement from the NSTU.

**D. CANADIAN TEACHERS' FEDERATION TRAVEL**

NSTU members attending CTF meetings and/or Conferences will be reimbursed expenses following CTF expense guidelines.

**E. OUT OF PROVINCE TRAVEL**

NSTU members approved to represent the Union outside the province of Nova Scotia shall be entitled to claim reimbursement for expenses not paid by other groups or organizations, in accordance with the following:

- I. Hotel Accommodation – Single room rate (receipt required)
- II. Meals – (NSTU rates)
- III. Travel Expenses
  - a. Within Maritime Provinces, either:
    - return economy air/bus/train fare (receipt required),
    - OR
    - return metrage (NSTU rates).
  - b. All other provinces, either:
    - return economy air/bus/train fare (receipt required),
    - OR
    - return metrage (NSTU rates), to a maximum of the return economy airfare.
- IV. Other Expenses
  - a. Family care (NSTU rates)
  - b. Pet care (NSTU rates)
  - c. Taxi fare/car rental (receipt required)
  - d. Conference fees (receipt required)
  - e. Airport parking (receipt required)
  - f. Overnight incidentals (NSTU rates)

**F. EDUCATION INTERNATIONAL**

The NSTU shall be represented at the Education International General Assembly by the President who is in office on July 31<sup>st</sup> of the year of the General Assembly, and by the Executive Director.

*Reference: OP10 amended by substitution April 2021; amended October 2021; June 2022; August 2023; January 2024*

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## 11. NSTU LOCALS

### A. STRUCTURE AND GOVERNANCE

Note: The Provincial Executive has the authority to establish NSTU Local governance and structure granted under Article IV of the By-Laws.

#### I. Local Constitution Model

- a. The Provincial Executive adopted a Local Constitution Model which forms part of these Operational Procedures and is found in Appendix A. This Local Constitution Model outlines the structure and governance Locals must follow.
- b. The Provincial Executive reviews the Local Constitution Model on a regular basis and makes amendments as required.

#### II. Local Operational Procedures

- a. A Local must adopt Local Operational Procedures as appropriate to complement the Local's Constitution.
- b. Once Operational Procedures are adopted by a Local these procedures must be filed with NSTU Central Office.

### B. ROLES AND RESPONSIBILITIES

#### I. Roles and Responsibilities are categorized as follows:

- a. Local Executive – plans and implements policies and directives of the Provincial Executive.
- b. Local Executives – are encouraged to hold meetings early in each school year to inform new members and substitute teachers regarding: their rights and privileges; their duties and responsibilities; benefits of Active and Reserve Membership; and their obligation to supply their educational entity with accurate information for pay purposes.
- c. NSTU Representative – duties for NSTU representatives include, but are not limited to:
  - i. The timely distribution and posting of NSTU information received through the provincial NSTU representative network.
  - ii. The timely distribution and posting of information received from the NSTU Local.
  - iii. Directing members' requests to the appropriate Local or provincial support persons.
  - iv. Coordinating the collection of annual membership registry data in his/her educational site.
  - v. Requesting time on the staff meeting agenda for NSTU updates.
  - vi. Calling other meetings as necessary.
  - vii. Assisting new members to become informed NSTU members.
  - viii. Identifying themselves to all members new to their educational site.
  - ix. Ensuring all members understand the NSTU representatives' roles and duties.
  - x. Conducting other functions as outlined in these Operational Procedures.
- d. General Membership – gathers and shares information.

#### II. A member of the Local has the right to vote on all motions at Local General Meetings.

### C. NSTU REPRESENTATIVE

- I. A NSTU representative is an active member of the NSTU assigned to an educational site within the geographical or educational site boundaries of the Local.
- II. Each educational site shall elect a minimum of one NSTU representative. Educational sites with up to twenty-five (25) members shall elect a maximum of one NSTU representative. Educational sites with twenty-six (26) to fifty (50) members may elect a maximum of two NSTU representatives. Educational sites with over fifty (50) members may elect a maximum of three NSTU representatives. The educational site shall be entitled to an equal number of alternate representatives.
- III. Notwithstanding C II above, under exceptional circumstances, a Local may at a Local General Meeting approve additional NSTU representatives at an individual educational site for an academic year.

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**D. ELECTION PROCEDURES FOR NSTU REPRESENTATIVES**

- I. Notice shall be sent from the Local President to the incumbent NSTU representative at each site on or before the opening day of school outlining:
  - a. the procedure for electing new NSTU Representatives; and,
  - b. the duties and responsibilities of NSTU Representatives.
- II. Prior to the end of the first week of school, nominations for the position of NSTU representative, shall be opened for a period of not less than forty-eight (48) hours.
- III. The first working day following the close of nominations a meeting shall be called to elect NSTU Representative(s) for the site. Clear notice of the place, time, and reason for the meeting shall be given to each member at the site. At this meeting the following shall take place:
  - a. the names of any nominee(s) for NSTU Representative should be announced;
  - b. there should be three calls for further nominations before nominations are closed;
  - c. if the number of nominations is equal to or less than the number of NSTU Representative(s) allowed under Operational Procedure 11 C II the nominees will be acclaimed;
  - d. if the number of nominations is greater than the number of NSTU representative(s) allowed under Operational Procedure 11 C II there shall be a vote by secret ballot;
  - e. the names of any nominees for NSTU Alternate Representative should be announced;
  - f. There should be three calls for further nominations before nominations are closed;
  - g. if the number of nominations is equal to or less than the number of NSTU Alternative Representative(s) allowed under Operational Procedure 11 C II the nominees will be acclaimed; and,
  - h. if the number of nominations is greater than the number of NSTU representative(s) allowed under Operational Procedure 11 C II there shall be a vote by secret ballot.

**E. STRUCTURE OF THE LOCAL SUB UNITS**

- I. The Executive of any Local may designate a sub unit which may meet:
  - a. for geographical convenience to discuss matters of interest within the designated geographical area; or,
  - b. for professional development purposes when these interests are different from the Local.
- II. A designated sub unit shall be financed from the general revenue of the Local as the Local may direct from time to time at a Local General Meeting. The financial records of the sub unit shall be submitted to the Local Treasurer by September 30<sup>th</sup> and are subject to an annual review in accordance with guidelines provided by the Finance and Property Committee of the NSTU.
- III. A designated sub unit shall operate subject to the general oversight and supervision of the Local and Executive and shall faithfully adhere to all policies and practices which the Local may make.
- IV. All sub units of NSTU Locals shall conform to the following characteristics:
  - a. Members in the sub unit shall appoint such officers as they deem necessary which shall include at least a President and Treasurer.
  - b. Members in the sub unit shall appoint a member of the Local Executive to represent them on the Local Executive.
  - c. Members in the sub unit are entitled to run for any office locally or provincially subject to any conditions which may apply to any other members of the Local.
  - d. Members in the sub unit are entitled to services and facilities provided by the host Local.
  - e. The host Local shall provide a percentage of the amount rebated to the Local by the central office in respect of members in the sub unit for administration and programming of the sub unit.
  - f. The host Local shall reserve at least one place from among the active delegates entitled to attend Annual Council for a member from each sub unit.

**F. FUNDING FOR LOCALS**

- I. Authority to set rebates for NSTU Locals is granted in NSTU By-Laws Article IV 4. (a).
- II. Currently the rebate to Locals is fifteen percent (15%) of the NSTU membership fees paid by members of the Local.

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- III. Notwithstanding I and II above, no Local shall receive a Local Rebate less than as if they were to have two hundred (200) Members.
- III. Notwithstanding I, II and III above, small Locals of two hundred (200) or fewer members will receive an additional five thousand dollar (\$5,000.) top up when their net assets per member are less than the average net assets per member of all Locals across the province (based on year end of the previously published Summary of Statement of Revenue & Expenditures by Locals).
- IV. Notwithstanding I above, CSANE's Local rebate is topped up by an additional five thousand dollars (\$5,000.) per year.
- V. Any Local is permitted to appeal to the Finance and Property Committee for extraordinary operating funds during any given fiscal year. Such appeal shall include a current financial statement for the Local, documentation of the expenses incurred, and a rationale of the financial hardship incurred. The Finance and Property Committee shall make a recommendation to the Provincial Executive regarding granting additional funds.

## **G. REAL ESTATE, PURCHASE AND ASSIGNMENT OF USE OF LOCALS**

### **I. General**

- a. It is recognized that operations and activities within a Local required to provide an adequate standard of service to members of the Local may reach a level where the demand for space for offices, meetings, and related activities can most effectively be met through the acquisition of premises dedicated to those purposes.
- b. The NSTU may purchase property for occupancy and use by a Local for the purposes referred to in G I a.
- c. The following terms used in this section have the meanings assigned below:
  - i. "costs and expenses" means all direct and indirect costs and expenses, as determined by the Provincial Executive, associated with the purchase, use, maintenance, renovation, management or sale of a property. Costs and expenses include but are not limited to costs arising out of due diligence investigations and negotiations preceding a purchase, the purchase price, commissions, costs of construction and renovation including labour and materials, permits, insurance, taxes, utilities, supplies, furnishings and equipment, maintenance, professional fees, penalties, uninsured liabilities, NSTU administrative costs and such other costs or expenses as the Provincial Executive may in its discretion from time to time determine;
  - ii. "property" or "properties" means real property acquired and owned by the NSTU, or intended to be acquired by the NSTU, for the purpose of occupancy and use by a Local under this section; and,
  - iii. "purchase" means the purchase of a property and, where applicable, includes the construction of a building or other improvements on a property, or the initial renovation of an existing building on a property.

### **II. Authorization for Purchase or Sale**

- a. The NSTU may purchase property for the occupancy and use of a Local, and sell such property where the Provincial Executive is satisfied that:
  - i. the purchase or sale is in the interest of the NSTU;
  - ii. the purchase or sale is warranted on the basis of providing efficient service to the members of the Local;
  - iii. in the case of a proposed purchase:
    - 1. the proposed acquisition of office premises has sufficient support among the members of the Local, having regard to the results of the referendum referred to in article G V a;
    - 2. the finances of the Local are, and are expected to be, satisfactory, having regard to the anticipated costs and expenses associated with the purchase, maintenance and use of a property; and,
    - 3. the specific property proposed to be purchased is suitable for the purposes of the NSTU and the Local.
  - iv. the proposed terms and conditions for the purchase or sale are reasonable; and,
  - v. the purchase or sale is consistent with the terms and intention of this section, and the Provincial Executive approves the purchase or sale of the property.

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- b. Every transaction relating to the purchase or sale of a property, including but not limited to agreements of purchase and sale and agreements related to development or renovation of a property (e.g. construction contracts), shall have the prior authorization of the Provincial Executive and all associated documents shall be executed on behalf of the NSTU only by those officials of the NSTU having authority to sign documents on its behalf.
- c. Where the approval and authorization of the Provincial Executive referred to in articles G II a and b are given, the Executive Director shall manage and oversee all aspects of the proposed purchase or sale of a property as in the Executive Director's judgment is necessary to implement the decision of the Provincial Executive and to protect the interests of the NSTU. Matters for which the Executive Director is responsible include but are not limited to:
  - i. negotiation of the purchase or sale;
  - ii. due diligence investigations;
  - iii. engagement and instruction of required professional advisors; and,
  - iv. engagement and supervision of a contractor(s) to carry out approved improvements or renovations. Items ii, iii, and iv shall be carried out by local suppliers where possible.
- d. Where, as a result of investigations, negotiations, or other steps taken under G II c, the Executive Director concludes that the purchase or sale of a property should not proceed, or that further direction is required, the Executive Director may suspend or discontinue the purchase or sale process and, except in circumstances covered by article G III c, refer the matter back to the Provincial Executive for decision.

### III. Financial Matters

- a. All costs and expenses relating to a property are for the account of the Local to which occupancy and use of the property is intended to be assigned, is assigned, or has been assigned, as the case may be. Costs and expenses shall be paid out of the funds of the Local in the manner provided by this section.
- b. The Provincial Executive has, where necessary, conclusive authority to identify, and determine the amounts of, costs, and expenses for all purposes of this section.
- c.
  - i. Without limiting the generality of article G II a, and in particular clause iii of that Article, the Provincial Executive shall not approve the purchase of a property under this section unless it is satisfied that the Local has a sound financial plan to pay the estimated purchase price in full, together with all estimated costs of development or renovation if applicable, and all other costs and expenses associated with the purchase of a property.
  - ii. Every approval given by the Provincial Executive for the purchase of a property under this section shall be subject to the condition, among any others prescribed by the Provincial Executive, that the approval shall not be effective until the Local has first transferred, to the NSTU Local facilities account, funds in an amount determined by the Provincial Executive to be sufficient to meet the costs referred to in article G III c i. No expenses or obligations shall be incurred, or other steps taken in connection with an intended purchase, until funds in the required amount have been deposited by the Local in the NSTU Local facilities account.
  - iii. Where it becomes apparent in negotiating an intended purchase of a property that the funds transferred under article G III c ii will not be sufficient to meet the costs referred to in article G III c i, the Executive Director shall advise the Local Executive of that fact, and shall suspend the purchase process until the Local has transferred to the NSTU Local facilities account additional funds sufficient, in the opinion of the Executive Director, to enable those costs to be met. If the Local Executive advises the Executive Director that the required additional funds will not be transferred, or if the additional funds have not been transferred within a reasonable period of time as determined by the Executive Director, the purchase process shall be discontinued by the Executive Director.
  - iv. Where the intended purchase of a property is discontinued by the Provincial Executive or the Executive Director, or the purchase is for any other reason not completed, the funds referred to in G III c ii shall be returned to the Local, less all costs and expenses incurred by the NSTU in connection with the intended purchase.

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- d. Costs and expenses shall be paid as follows:
  - i. costs and expenses associated with the purchase of a property shall be paid by the NSTU out of the funds of the Local transferred under article G III c ii to the NSTU Local facilities account for that purpose. Where the transferred funds exceed the costs and expenses actually incurred, the difference shall be returned to the Local. Where expenses exceed the transferred funds, the difference shall be deducted from the Local's rebate;
  - ii. costs and expenses other than those paid under i may be paid by the NSTU or the Local. In the event that these costs and expenses are paid by the NSTU, the NSTU shall be reimbursed by the Local for such costs and expenses. Reimbursement shall be made by way of deductions, from each of the semi-annual payments to the Local on account of rebates of membership fees, of amounts sufficient to cover all costs and expenses incurred by the NSTU as of the date of the rebate payment.
- e. The payment and reimbursement of all costs and expenses shall be under the administrative supervision and authorization of the Executive Director.

**IV. Maintenance and Use**

- a. The Executive Director has supervision of all matters relating to the use, maintenance, upkeep, renovation, and management of properties, including the establishment and implementation of such practices and procedures as are in the judgment of the Executive Director required to protect the interests of the NSTU.
- b. Occupancy and use of a property shall be assigned to the Local, following purchase, effective on a date determined by the Executive Director.
- c. In taking up occupancy and use of a property, Locals accept the terms and conditions prescribed by or under this section relating to occupation and use of the property.
- d. Occupancy and use of a property by a Local shall continue until otherwise determined by the Provincial Executive acting under article G V f or g article.
- e. Properties shall be used by Locals in accordance with terms and conditions of use prescribed from time to time by the Provincial Executive, which terms and conditions shall include but not be limited to the following:
  - i. properties shall be used for carrying on the business and affairs of the Local and NSTU as may be determined from time to time by the Provincial Executive;
  - ii. properties shall be used, managed and maintained in accordance with all NSTU policies, practices and procedures in effect from time to time;
  - iii. no portion of a property may be devoted to the regular use of any third party;
  - iv. no activity for profit shall be carried on within a property;
  - v. no permanent liquor bar or ongoing social use shall be established or conducted on a property;
  - vi. no activity shall be carried on a property which is contrary to the interests of the NSTU; and,
  - vii. no renovations or improvements shall be made to a property, in excess of five thousand dollars (\$5,000.), except as authorized by the Finance and Property Committee and carried out by the Local Executive as approved by the Executive Director.
- f. All properties shall be furnished and equipped, at the cost of the Locals, through a consultative process between the Executive Director and Local Executives.
- g. The Local Executive of a Local to which the occupancy and use of a property is assigned under this section shall be accountable to the Provincial Executive for the day to day use of the property in accordance with this section, and shall liaise with the Executive Director concerning all matters referred to in this Article G IV.

**V. Procedures for Initiating Purchase or Sale Process**  
**Purchase**

- a. Where a Local is proposing that the NSTU purchase office premises for the Local as contemplated by this section, the Local Executive shall conduct a referendum of the members of the Local as to whether or not the members support the purchase of premises and the use of the funds of the Local for that purpose.

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- b. Where, after conducting the referendum referred to G V a, a Local proposes the establishment of office premises under this section, and has identified a property or properties for potential purchase, the Local shall by resolution passed at a general meeting request that the Provincial Executive consider the proposal. The request shall include a completed submission in a form that may from time to time be determined by the Provincial Executive. The information and materials to be provided as part of the proposal of the Local shall include but not be limited to:
  - i. particulars of the need for premises to efficiently serve the members of the Local;
  - ii. the results of the referendum referred to in article G V a;
  - iii. information respecting the current financial position of, and the financial outlook for, the Local;
  - iv. information respecting the property or properties which the Local has identified for potential purchase, including the estimated costs of purchase;
  - v. details of the process by which the properties were identified, including searches conducted and reports and advice received from real estate consultants;
  - vi. the estimated annual costs of maintenance, upkeep and use of the property or properties;
  - vii. confirmation by the Local of its awareness of, and adherence to, the terms and conditions of this section; and,
  - viii. any other information requested by the Provincial Executive.
- c. Upon receipt of such a proposal, and complete information of the type required under article G V b, the Provincial Executive shall consider the proposal, having regard to, among other things, the criteria set out in article G II a.
- d. Where the Provincial Executive is satisfied that the proposal meets the requirements of this section, including the criteria set out in article G II a, and that the proposal is in the interest of the NSTU, the Provincial Executive may by resolution approve the purchase of a property by the NSTU and associated transactions, in accordance with this section, and subject to such conditions not inconsistent with this section as the Provincial Executive determines to impose.

#### **Sale**

- e. A Local may at any time by resolution passed at a general meeting propose to the Provincial Executive that a property assigned to its occupancy and use be sold. Such a proposal shall include but not be limited to:
  - i. information as to why the property is considered by the Local no longer to be required or suitable for the purposes of efficiently serving the members of the Local; and,
  - ii. any other information requested by the Provincial Executive.
- f. Where under article G V e the Provincial Executive, after consultation with a Local decides that a property be sold, all costs associated with the sale shall be deducted from the sale price and the balance shall be deposited in the Local facilities account. Disbursement of such funds from this account shall be at the direction of the Provincial Executive.
- g. The Provincial Executive, acting on its own initiative, may at any time by resolution determine, after consultation with the affected Local, either or both of the following:
  - i. that the occupancy and use of a property by the Local shall end temporarily or permanently as of a date determined by the Provincial Executive; and,
  - ii. that the property shall be sold on terms prescribed by the Provincial Executive.

### **H. REAL ESTATE, LEASING AND ASSIGNMENT OF USE OF LOCALS**

#### **I. General**

- a. It is recognized that operations and activities within a Local required to provide an adequate standard of service to members of the Local may reach a level where the demand for space for offices, meetings and related activities can most effectively be met through the leasing of premises dedicated to those purposes.

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- b. The purpose of this section is to establish guidelines for the lease by the NSTU of property to be assigned to the occupancy and use of Locals for the purposes referred to in article H I a.
- c. The following terms shall have the meanings assigned below:
  - i. "costs and expenses" means all direct and indirect costs and expenses, as determined by the Provincial Executive, associated with the lease or termination of a lease of a property and use of a property by a Local. Costs and expenses include but are not limited to costs arising out of due diligence investigations and negotiations preceding a lease, commissions, rent, common area costs, maintenance and operating costs, landlord administrative fees, leasehold improvement costs, costs of parking, security, permits, insurance, taxes, utilities, supplies, furnishings and equipment, professional fees, penalties, uninsured liabilities, NSTU administrative costs and such other costs and expenses as the Provincial Executive may in its discretion from time to time determine;
  - ii. "property" or "properties" means real property leased, or intended to be leased, by the NSTU for the purpose of occupancy and use by a Local under this section; and,
  - iii. "lease" means the lease of a property, or any renewal thereof, and, where applicable, include the carrying out of initial leasehold improvements.

## II. Authorization for Lease

- a. The NSTU may lease property for the occupancy and use of a Local, or terminate a lease of such a property, where the Provincial Executive is satisfied that:
  - i. the lease or termination of lease is in the interest of the NSTU;
  - ii. the lease or termination of lease is warranted on the basis of providing efficient service to the members of the Local;
  - iii. in the case of a proposed lease,
    - 1. the finances of the Local are, and are expected to be, satisfactory, having regard to the anticipated costs and expenses associated with the lease; and,
    - 2. the specific property proposed to be leased is suitable for the purposes of the NSTU and the Local;
  - iv. the proposed terms and conditions of the lease or termination of lease are reasonable; and,
  - v. the proposed lease or termination of the lease is consistent with this section, and the Provincial Executive decides to approve of the lease or termination of lease.
- b. Every transaction relating to the lease or termination of a lease of a property, including but not limited to agreements of lease and agreements related to improvements of a leased property, shall have the prior authorization of the Provincial Executive and all associated documents shall be executed on behalf of the NSTU only by those officials of the NSTU having authority to sign documents on its behalf.
- c. The Provincial Executive may, acting within this section, impose such terms, restrictions, or requirements or give or withhold such approvals or authorizations as it determines are necessary or desirable in giving effect to the terms and intention of this section.
- d. Where the approval and authorization of the Provincial Executive referred to in articles H II a and b are given, the Executive Director shall manage and oversee all aspects of the proposed lease or termination of lease as in the Executive Director's judgment is necessary to implement the decision of the Provincial Executive and to protect the interests of the NSTU. Matters for which the Executive Director is responsible include but are not limited to:
  - i. negotiation of the lease or termination of lease;
  - ii. due diligence investigations;
  - iii. engagement and instruction of required professional advisors;
  - iv. supervision of leasehold improvements; and,
  - v. items ii, iii and iv shall be carried out by local suppliers where possible.

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- e. Where, as a result of investigations or negotiations or other steps taken under article H II d, the Executive Director concludes that a property should not be leased or that a lease should not be terminated, or that further direction is required, the Executive Director may suspend or discontinue the lease or termination process and refer the matter back to the Provincial Executive for decision.

### III. Financial Matters

- a. All costs and expenses relating to a property, including but not limited to, the lease or termination of a lease respecting the property, are for the account of the Local to which occupancy and use of the property is intended to be assigned, is assigned, or has been assigned, as the case may be. Costs and expenses shall be paid out of the funds of the Local in the manner provided by this section.
- b. The Provincial Executive has conclusive authority, where necessary, to identify and determine the amounts of, costs and expenses for all purposes of this section.
- c. Where and for so long as the Executive Director consents, the payment of costs and expenses shall be made directly by the relevant Local. In the absence of such consent, payment of costs and expenses shall be made by the NSTU and the NSTU shall be reimbursed by the Local for such costs and expenses. Reimbursement shall be made by way of deductions, from each of the semi-annual payments to the Local on account of rebates of membership fees, of amounts sufficient to cover all costs and expenses incurred by the NSTU as of the date of each rebate payment.
- d. The payment and reimbursement of all costs and expenses shall be under the administrative supervision and authorization of the Executive Director.

### IV. Maintenance and Use

- a. The Executive Director has supervision of all matters which are the responsibility of the tenant under a lease, including, as applicable, matters relating to the use, maintenance, upkeep, renovation, and management of properties. The Executive Director may establish and implement such practices and procedures relating to these matters as are in the judgment of the Executive Director required to protect the interests of the NSTU.
- b. Occupancy and use of a property shall be assigned to the Local, following conclusion of a lease, effective on a date determined by the Executive Director.
- c. In taking up occupancy and use of a property, Locals accept the terms and conditions of use prescribed by or under this section relating to occupation and use of property.
- d. Occupancy and use of a property by a Local shall continue until otherwise determined by the Provincial Executive acting under article H V e or f.
- e. Properties leased by the NSTU shall be used by Locals in accordance with the lease, and in accordance with such terms and conditions of use as are prescribed from time to time by the Provincial Executive, which shall include but not be limited to the following:
  - i. leased properties shall be used for carrying on the business and affairs of the Local and NSTU as may be determined from time to time by the Provincial Executive;
  - ii. leased properties shall be used, managed and maintained in accordance with all NSTU policies, practices and procedures in effect from time to time;
  - iii. no portion of a leased property may be devoted to the regular use of any third party;
  - iv. no activity for profit shall be carried on within that portion of the property leased by the NSTU;
  - v. no permanent liquor bar or ongoing social use shall be established or conducted on a property;
  - vi. no activity shall be carried on, on a property which is contrary to the interests of the NSTU; and,
  - vii. no improvements shall be made to a property, in excess of five thousand dollars (\$5,000.), except as authorized by the Finance & Property Committee.
- f. All leased properties shall be furnished and equipped at the cost of the affected Local.

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- g. The Local Executive of a Local to which the occupancy and use of a property has been leased under this section shall be accountable to the Provincial Executive for the day to day use of the property in accordance with this section and shall liaise with the Executive Director concerning all matters referred to in this article.

#### **V. Procedures for Initiating Lease or Termination of Lease Lease**

- a. Where a Local proposes the establishment of office premises under this section, and has identified a property or properties for potential lease, the Local shall by resolution request that the Provincial Executive consider the proposal. The request shall include a completed submission in a form that may from time to time be determined by the Provincial Executive. The information and materials to be provided as part of the proposal of the Local shall include but not be limited to:
- i. particulars of the need for premises to serve the members of the Local;
  - ii. information respecting the current financial position of the Local, and the financial outlook for the Local;
  - iii. except where the proposal is for renewal of a lease:
    1. information respecting the property or properties which the Local has identified for potential lease, including the estimated rent and associated costs; and,
    2. details of the process by which the properties were identified, including searches conducted and reports and advice received from real estate consultants;
  - iv. confirmation of acknowledgement of and adherence to this section; and,
  - v. any other information requested by the Provincial Executive.
- b. Upon receipt of such a proposal, and complete information of the type required under article H V a, the Provincial Executive shall consider the proposal, having regard, among other things, to the criteria set out in article H II a.
- c. Where the Provincial Executive is satisfied that the proposal meets the requirements of this section, including the criteria set out in article H II a, and that the proposal is otherwise in the interest of the NSTU, the Provincial Executive may by resolution approve the lease of a property and associated transactions, subject to such conditions not inconsistent with this section as the Provincial Executive determines to impose.

#### **Termination of Lease**

- d. A Local may at any time by resolution propose to the Provincial Executive that a lease respecting a property assigned to its occupancy and use be terminated. Such a proposal shall include but not be limited to:
- i. information as to why the property is considered by the Local no longer to be required or suitable for the purposes of efficiently serving the members of the Local; and,
  - ii. any other information requested by the Provincial Executive.
- e. Where under article H V d it is proposed by a Local that a lease respecting a property be terminated, the Provincial Executive shall decide whether the lease shall be terminated and, if so, the terms and conditions for termination of the lease and occupancy and use of the property by the Local.
- f. The Provincial Executive, acting on its own initiative, may at any time by resolution determine, after consultation with the affected Local Executive, either or both of the following:
- i. that the occupancy and use of a property by the Local shall end temporarily or permanently as of a date determined by the Provincial Executive; and,
  - ii. that a lease shall be terminated on terms prescribed by the Provincial Executive.

#### **VI. Transitional**

Notwithstanding any other provision hereof, this section does not apply in respect of a property occupied and used under a lease concluded prior to the date of adoption of this section, but does apply to the property as of the renewal of any such lease.

*Reference: OP11 amended by substitution September 2018; amended May 2019; February 2020; January 2022*

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## 12. POLICY PROCEDURES

### A. AUTHORITY

Council's authority to set and amend Policy is outlined in the NSTU Constitution.

### B. OPERATIONAL PRINCIPLES

NSTU policy is:

- I. the official position of the NSTU on issues of significant weight to the membership;
- II. formulated with input from the membership;
- III. determined as a result of an Annual Council resolution, and recorded in Council's official minutes;
- IV. stated in clear and concise language;
- V. published and updated as necessary;
- VI. supplemented with position papers where appropriate; and,
- VII. reviewed in a six-year cycle.

### C. DEVELOPMENT

#### I. Step One Identification

Using one or more of the following:

- a. resolutions to Council
- b. focus groups
- c. surveys
- d. public forums

#### II. Step Two Data Collection

Using one or more of the following:

- a. literature research by staff, Standing Committee, or ad hoc committee
- b. workshops at the Local and/or Regional level
- c. workshops at the Professional Association level
- d. questionnaires

#### III. Step Three Confirmation

By resolution to Annual Council

### D. PARAMETERS

#### I. Definition

NSTU policy is a statement reflecting a goal, value, or belief of the Union used to guide decisions of the organization.

#### II. Role

An NSTU policy statement communicates the Union's position on an issue. An NSTU policy statement provides the context for decision-making and action on an issue.

### E. REVIEW PROCEDURES

The review procedure will be conducted with the Provincial Executive in the fall of each year under the coordination of the Governance and Policy Committee Chair (or designate) and the staff liaison.

#### I. Step One

Policy is forwarded to the appropriate NSTU Committee(s) for analysis and recommendation.

#### II. Step Two

The NSTU Governance and Policy Committee compiles step one results and provides the Provincial Executive with a set of recommendations concerning policies under review.

#### III. Step Three

The Provincial Executive adopts resolutions to Annual Council regarding policies under review recommended for amendment or to be rescinded. Reaffirmed policy shall be so noted in the Guidebook along with the Provincial Executive meeting date on which the reaffirmation took place.

#### IV. Step Four

When existing policy is being recommended for amendment, new words be in bold and deleted language be crossed out.

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**F. DOCUMENTATION, CIRCULATION, AND COMMUNICATION**

- I. NSTU policies shall be compiled in a single document of statements. Policy statements will generally not exceed 100 words.
- II. NSTU Policy and Position Papers will be posted on the website.
- III. Policy will be communicated using one or more of the following:
  - a. NSTU Guidebook
  - b. Information Sessions
  - c. Column in *The Teacher*

*Reference: October 1997; amended January 2002; June 2004; April 2009; June 2011; September 2013; October 2019*

**13. PRESIDENT'S BENEFITS**

The President has a right to the following benefits:

- A. All contractual benefits of the member shall continue in effect while the member is serving as NSTU President and for such purposes the member shall be deemed to continue in the employ of their Employer.
- B. The President is paid salary on the basis of one point six (1.60) times the maximum salary for TC 8/ATC 3 on the current *Teachers' Provincial Agreement* salary scale.
- C. With respect to entertaining done by the President, claims covering the costs of such entertainment shall be submitted by the President when they feel that such expense has been incurred on behalf of the NSTU.
- D. On taking office, a lump sum allowance shall be given to the President equivalent to the cost of moving from their normal place of residence to Halifax and return.
- E. The Provincial President shall be paid a monthly allowance of two thousand dollars (\$2,000.) upon moving to the Halifax Regional Municipality, providing they maintain their principal residence upon taking office. If the President's principal residence should change during their term of office, they must advise the Union immediately.
- F. While travelling with the President on NSTU business, the following President's spousal expenses shall be authorized for payment: meal and accommodation expenses while travelling within the province of Nova Scotia. Appropriate receipts must accompany the submission of President's spousal expense forms, where possible. The total allowable President's spousal expenses for any one fiscal year shall not exceed five hundred dollars (\$500).

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*Reference: 1975; amended 1985; 2000; February 2002; March 2004; February 2005; October 2012; October 2017; April 2019; May 2019*

**14. PROFESSIONAL ASSOCIATIONS****A. STRUCTURE AND GOVERNANCE**

Note: The Provincial Executive has the authority to establish NSTU Professional Association governance and structure granted under Article VI of the By-Laws.

**I. Professional Association Constitution Model**

- a. The Provincial Executive adopted a Professional Association Constitution Model which forms part of these Operational Procedures and is found in Appendix C. This Professional Association Constitution Model outlines the structure and governance Associations must follow.
- b. The Provincial Executive reviews the Professional Association Constitution Model on a regular basis and makes amendments as required.

**II. Professional Association Operational Procedures**

- a. A Professional Association must adopt Professional Association Operational Procedures as appropriate to complement the Association's Constitution.
- b. Once Operational Procedures are adopted by a Professional Association these procedures must be filed with NSTU Central Office.

**B. FORMATION/DISSOLUTION**

- I. Formation of a Professional Association may occur under the following guidelines:
  - a. **Step One**
    - i. At least one hundred (100) NSTU members who are potential members of the association shall submit a petition to the Professional Association Coordination Committee, requesting establishment of the association.
    - ii. With the petition, the applicants include a rationale explaining why their professional needs cannot be met through existing Professional Associations.
    - iii. Existing Professional Associations are surveyed by the Professional Association Coordination Committee regarding the possible impact on their Association with the formation of the new Association.
    - iv. The Professional Association Coordination Committee shall forward a recommendation to the Provincial Executive regarding the formation of a new Professional Association.
    - v. The final decision as to formation rests with the Provincial Executive.
  - b. **Step Two**
    - i. NSTU Staff meets with Organizing Committee representatives to prepare a Constitution and Operational Procedures for the new Professional Association consistent with the NSTU model constitution and operational procedures.
    - ii. The Organizing Committee serves as the Nominating Committee to compile a slate of officers for the new Professional Association.
    - iii. Two (2) members of the Organizing Committee are identified as signing authorizers for the Association's account.
  - c. **Step Three**
    - i. NSTU Staff serves as Chair of the Founding Meeting of the new Professional Association for the following agenda items:
      1. Provincial Executive motion to establish Professional Association
      2. Rationale for the Professional Association
      3. Adoption of Constitution and Operational Procedures
      4. Appointment of Officers
    - ii. The President of the new Professional Association assumes the Chair and conducts the remainder of the meeting's agenda.
    - iii. The Provincial Executive considers a motion to ratify the new Professional Association's Constitution at its next scheduled meeting.
    - iv. Copies of the Professional Association's Constitution and Operational Procedures are filed with the NSTU.
- II. Dissolution of a Professional Association may occur under the following guidelines:
  - a. **Step One**  
Conditions for Dissolution:  
A Professional Association will be placed on probation if one or more of the following occurs:
    - i. If the annual membership of the association should drop below fifty (50) NSTU Active Members for two (2) successive years and if the paid conference attendance should drop below fifty (50) active NSTU members for two (2) successive years.
    - ii. If a Professional Association does not hold an annual conference or its equivalent on Professional Development Day for two (2) successive years.
    - iii. If any of the conditions for grant disbursement are not met over one (1) year as outlined in section C. IV. below.
  - b. **Step Two**  
Probation:
    - i. The Professional Association Coordination Committee will make contact with the President of the Professional Association regarding probationary status.
    - ii. The Professional Association will be informed that if the conditions which created the probationary status are not remedied that the Professional Association may be dissolved.
    - iii. The Professional Association Coordination Committee will review the probationary status at the end of the second year to ensure that the conditions for dissolution have been met.

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**c. Step Three**

Dissolution:

- i. The Professional Association Coordination Committee will forward a recommendation to the Provincial Executive regarding dissolution of the Professional Association.
- ii. The final decision as to dissolution rests with the Provincial Executive.

**C. FINANCES**

- I. NSTU Professional Associations set membership fees and conference fees annually by adoption of a Budget at the Annual General Meeting.
- II. The guidelines set out in the Professional Association Treasurers Guide must be followed.
- III. All operational expenses (including substitute teacher costs) incurred by a Professional Association are the sole responsibilities of the Association and are not the responsibility of the NSTU.
- IV. Any expenses that appear unreasonable will be subject to review by the Finance and Property Committee.
- V. Any Professional Association may qualify for Executive Meeting expenses to be paid by the NSTU if, at the end of the previous fiscal year, the financial net assets of the Professional Association are less than thirteen thousand three hundred and fifty dollars (\$13,350). Meeting expenses will be paid for three (3) Executive Meetings for a maximum of eight (8) Executive Members. NSTU expense guidelines will be followed for reimbursement.
- VI. Any Professional Association experiencing undue financial hardship may appeal to the Finance and Property Committee for extraordinary operating funds to deal with cost over-runs. Such appeal shall include a current financial statement for the Professional Association, documentation of the cost over-run, and a rationale of the financial hardship incurred. The Finance and Property Committee shall make a recommendation to the Provincial Executive regarding granting additional funds.
- VII. Professional Associations may provide gifts to presenters, special guests, and conference organizers. Limited random draws of names of conference delegates for prizes of a modest value may take place. Alternatively, a draw for a single item of a value not to exceed two hundred dollars (\$200) shall be allowed. Professional Associations shall not purchase gifts, prizes, or door prizes for each delegate or attendee. This restriction does not apply to gifts that have been donated to the Professional Association by an unrelated third party.
- VIII. Honorarium may be given to keynote speakers and workshop presenters.
- IX. Should a Professional Association receive a request for financial assistance from a recognized national or international education organization, they must adhere to the following guidelines:
  - a. Counterparts or affiliates of the NSTU or NSTU Professional Associations with:
    - i. expected participation of less than one hundred and fifty (150) delegates up to five hundred dollars (\$500.00);
    - ii. expected participation of one hundred and fifty to five hundred (150 – 500) delegates up to one thousand dollars (\$1,000.00); and,
    - iii. expected participation of more than five hundred (500) delegates up to one thousand five hundred dollars (\$1,500.00).
  - b. Other recognized education organizations with:
    - i. expected participation of up to five hundred (500) delegates up to five hundred dollars (\$500.00); and,
    - ii. expected participation of over five hundred (500) delegates up to one thousand dollars (\$1,000.00).

**D. COMMUNICATIONS**

- I. Upon request, NSTU Professional Association Presidents shall have a designated NSTU web account mailing list.
- II. Members of NSTU Professional Associations are expected to communicate via NSTU webmail.

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- III. Any representation that a Professional Association wishes to make to any organization, person, Government Department, RCE or CSAP, or any other agency external to the NSTU shall be conducted through the office of the NSTU President by way of the NSTU Staff Officer responsible for the NSTU Professional Association.

**E. ANNUAL PROVINCIAL PROFESSIONAL DEVELOPMENT CONFERENCE DAY**

- I. NSTU Professional Associations are encouraged to include in conference advertising the intended interest level of each workshop: introductory, developmental, or research.
- II. Keynote speakers and workshop facilitators booked as part of a Professional Association's Conference shall not be used by others (e.g. EECD, RCEs, School Board, Locals, RRCs, etc.) in the week leading up to or following the Annual Provincial Professional Development Conference Day unless, explicit written consent has been granted by the Professional Association President.
- III. The Annual Provincial Professional Development Conference Day shall continue to be retained and maintained as an annual Professional Association professional day of the Nova Scotia Teachers Union. Regional Centres for Education/Boards shall be encouraged to promote the attendance of their professional staff at the Annual Conferences.
- IV. Professional Associations shall distribute receipts of payment and attendance at the conclusion of all Annual Provincial Professional Development Conferences.
- V. No Professional Association is to partner with a national or other external organization for a multi-day conference during the week leading up to or following the Annual Provincial Professional Development Conference Day.
- VI. Professional Associations are to organize a conference for their Association within the parameters of Annual Provincial Professional Development Conference Day.
- VII. Notwithstanding VI above, a Professional Association may organize activities that encourages the Professional Development of NSTU Members outside of the Annual Provincial Professional Development Conference Day.

**F. TRAVEL ACCIDENT INSURANCE**

- I. All members of the Executive of a Professional Association, all members of committees of a Professional Association, and all conference volunteers who are required to travel to meetings of a Professional Association shall be included in the NSTU Master Travel Accident Insurance Policy.
- II. Each Professional Association will be billed for the cost of this Travel Accident policy as the cost relates to that Association.

*Reference: OP14 amended by substitution April 2021*

## 15. PROVINCIAL EXECUTIVE

**A. CODE OF ETHICS**

This Code of Ethics is a guide to members of the Provincial Executive of the Nova Scotia Teachers Union in maintaining the high traditions of their profession and the trust placed in them by the membership of the Union as a whole.

- I. The Executive member shall be guided at all times by the Code of Ethics of the teaching profession.
- II. The Executive member upon assuming office shall undertake to fulfill the obligations and duties of office to the best of the member's ability.
- III. All discussion and decisions taken while in camera or in Closed Session are to be considered confidential.
- IV. The Executive member shall not make any allegations or statements of a derogatory nature about any individual, individuals, or group of individuals, unless documented evidence exists to substantiate the claims, or such claims are of a very exceptional and serious nature. Such evidence must have been obtained only through legitimate and legal means, and shall be made available, on request, to all members of the Provincial Executive.
- V. The Executive member shall consider all decisions of the Executive to be decisions of the Executive as a whole, unless the individual member's objection is recorded in the minutes of the Executive and is a matter of record.

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**B. ACCOUNTABILITY**

- I. Individuals in an elected or appointed leadership role, NSTU employees and others acting on the organization's behalf, have the obligation to avoid conflicts of interest; the perception of conflict of interest; and ensure that their activities and interests do not conflict with their responsibilities to the Nova Scotia Teachers Union.
- II. Provincial Executive members are expected to fully attend as well as actively participate in all meetings of the Provincial Executive.
- III. Provincial Executive members are responsible to fairly represent Provincial Executive decisions when speaking on issues addressed by the Provincial Executive.

**C. OBLIGATIONS**

- I. Once a decision has been made at the Executive table, an Executive member shall be duty bound to support that decision and to explain it in a reasonable manner.
- II. Provincial Executive members agree that support can be given to an Executive decision while indicating that the individual recorded a nay vote "It is the decision of the majority of my colleagues and, therefore, I am prepared to support it."
- III. Personnel matters, discipline and professional relations cases shall be regarded as confidential. Neither the views expressed in debate nor the vote of individuals on any issue shall be considered public information.
- IV. The Executive member should be a positive liaison and link between the Provincial Executive and the Local, providing effective two-way communication.
- V. It is essential that the Executive member keep the channels of communication open to develop confidence within the Local/Region regarding the actions of the Provincial Executive and staff. If a difference of opinion should arise between a Local and central office as to a particular course of action taken, the Executive member is in a key position to help resolve any dispute or grievance by contacting and arranging a meeting with the involved parties, and helping to bring about an amicable solution by whatever means are practical.
- VI. The Provincial Executive shall conduct information sessions across the province as deemed necessary.
- VII. A Provincial Executive member shall resign from all provincial committees, Professional Associations Committees and Executive; Sheonoroil Board, and Sheonoroil Committees upon taking office on the Provincial Executive.

**D. RESPONSIBILITIES**

- I. The Provincial Executive member has the responsibility to fairly present provincial NSTU positions on issues to Locals/Regions.
- II. The Provincial Executive member has the responsibility to present Local/Regional issues to the Provincial Executive.
- III. The Provincial Executive member has the responsibility to attend:
  - a. Provincial Executive meetings,
  - b. Annual Council (and Special Meetings of Council),
  - c. NSTU Leadership Skills Development Institute,
  - d. Tentative Agreement Presentations within their jurisdiction,
  - e. Local Executive and General Meetings within their jurisdiction, and
  - f. Regional Representative Council Meetings within their jurisdiction.
- IV. The Provincial Executive member has the responsibility to promote the programs and services of the NSTU.
- V. Provincial Executive members shall only be eligible to serve on or chair Standing Committees as appointed by the Provincial Executive.
- VI. Provincial Executive members shall be eligible to serve on ad hoc Committees, Task Forces and Annual Council Committees as appointed by the Provincial Executive.
- VII. Regional Provincial Executive members shall serve as members of their Regional Representative Councils from within their Region if an RRC exists.
- VIII. From Regions where an RRC exists, Regional Provincial Executive members may serve on the Regional Economic Welfare Committee and/or the Regional Negotiation Team at the discretion of the RRC.

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- IX. For the APSEA and CSANE Locals, Regional Provincial Executive members may serve on the Local Economic Welfare Committee and/or the Local Negotiation Team at the discretion of the Local.
- X. Provincial Executive members shall engage in such duties as assigned by the Provincial Executive.

**E. TABLE OFFICERS' RESPONSIBILITIES**

- I. Provide recommendations to the Provincial Executive on matters that arise between Provincial Executive meetings.
- II. Facilitate the business of the NSTU.
- III. Review agendas for Provincial Executive meetings.
- IV. Recommend items for closed sessions for Provincial Executive meetings.
- V. Prepare recommendations for a schedule of Provincial Executive meetings.
- VI. Approve benevolent fund requests.
- VII. Process general funding requests and make recommendations to the Provincial Executive.
- VIII. Prepare Provincial Executive Planning agenda.
- IX. Report on Canadian Teachers' Federation activities.
- X. In the event that the NSTU President is serving as a CTF Vice-President, NSTU representation to the CTF Board of Directors in the place of the NSTU President, shall be the First Vice-President, or if unable to attend, the Second Vice-President.
- XI. Report on CAPTTO activities.
- XII. Such other duties as requested by the Provincial Executive.
- XIII. The NSTU Past President shall act in an advisory capacity to the NSTU President and shall perform such duties and exercise such powers as may be delegated to them from time-to-time by the NSTU President and/or the Provincial Executive.

**F. MEETINGS OF THE PROVINCIAL EXECUTIVE**

**I. Introductory Acknowledgements**

Each regular meeting of the Provincial Executive shall begin with:

- a. an acknowledgement of the NSTU's recognition that we are meeting on the unceded traditional territory of the Mi'kmaw;
- b. followed by an acknowledgement of the NSTU's support for Human Rights.

**II. Location**

- a. Regular meetings of the Provincial Executive will be held in rooms 201–206 of the Dr. Tom Parker Building.
- b. Provisions will be made in Rooms 201-206 for an Executive table, staff table and seating accommodations for observers.

**III. Meeting Status**

- a. The closed portion of the meeting will be scheduled at the beginning of the Executive meeting.
- b. Executive members may put the motion that the meeting move "in-closed session" at any time during the meeting if warranted. Decision to move "in closed session" shall be by a simple majority vote.
- c. The First Vice-President shall chair Closed Sessions of the Provincial Executive meetings.
- d. The staff report, table officers' report, nominating committee and personnel committee reports will be given during the closed portion of the meeting. Other items addressed during the closed portion of the meeting will be recommended by the Table Officers and ratified by the Executive.

**IV. Voting Procedures**

Votes of the Provincial Executive may be taken as voice votes, show-of-hands votes, ballot votes and roll call votes. Roll call votes are taken upon the approval of 20% of the members of the Provincial Executive.

**V. Publicity**

The schedule of regular meetings of the Provincial Executive will be published in *The Teacher*, distributed to Local Presidents and NSTU representatives.

**VI. Materials**

Observers will be provided with a copy of the meeting agenda upon arrival at the meeting.

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**VII. Observers**

- a. The regular meetings of the Provincial Executive are declared open to any interested member of the Nova Scotia Teachers Union (active, associate, active reserve, regular reserve, retired, honorary) provided the appropriate fees have been paid and proof of membership can be provided, if requested.
- b. Individual observers are not required to provide advance notification of attendance at meetings of the Provincial Executive. Groups attending meetings shall provide advance notice of time and numbers to attend to ensure adequate space can be provided.
- c. Observers are required to sign a registry of attendance for each meeting attended.
- d. Observers are expected to behave in a manner that is not disruptive to the conduct of the meeting. Arrangements for presentations to the Executive can be made in advance of Executive meetings.

**VIII. Inter-Meeting Donation Requests**

- a. As part of the NSTU annual Community Support budget, an amount of one thousand five hundred dollars (\$1,500) shall be available for donations to external organizations that, due to the timing of the request and the event, cannot be approved at a regular Provincial Executive meeting.
- b. A donation may be provided in an amount not to exceed five hundred dollars (\$500) with the approval of the Table Officers. All donations allocated through this provision shall be documented in the Report of the Table Officers at the Provincial Executive meeting immediately following the donation.

**IX. Special Meetings of the Provincial Executive**

- a. A special meeting of the Provincial Executive shall take place on the decision of the President in consultation with the Executive Director. A special meeting called by the President may be conducted by electronic means.
- b. A special meeting of the Provincial Executive shall take place following the request to the President of two-thirds (2/3) of the Provincial Executive. The process shall be as follows:
  - i. One or more members of the Provincial Executive shall contact the President requesting a special meeting of the Provincial Executive.
  - ii. If the President is in agreement, the meeting will be held under the authority specified in a. above.
  - iii. If the President is not in agreement with the need for a special Provincial Executive meeting, the President will contact Provincial Executive members within thirty six (36) hours from when the President received the initial request.
  - iv. Each member will indicate through the Provincial Executive Listserv whether or not they are in favour of the special Provincial Executive meeting. Provincial Executive members must respond to the call for a vote on a special Provincial Executive meeting within seventy two (72) hours of the receipt of the initial request.
  - v. If a Provincial Executive member has not responded, NSTU Central Office will make a specific effort to contact the Provincial Executive member to ensure the initial request was received.
  - vi. If two-thirds (2/3) of the Provincial Executive respond in the affirmative, the meeting shall take place.
- c. The format of the special meeting, whether by electronic means or in person, may be determined by a majority of the Provincial Executive.

**X. Voting Between Provincial Executive Meetings**

No vote of the Provincial Executive shall be conducted unless it is a business item of a Provincial Executive Meeting.

**XI. Restorative (Relational) Approach**

The Provincial Executive will include a Restorative (Relational) Approach philosophy when conducting meetings.

**G. PROVINCIAL EXECUTIVE HONORARIUM**

Each Provincial Executive member, except the NSTU President, shall be paid an honorarium of two hundred dollars per month (\$200./month).

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**H. MINUTES**

- I. Meetings of the Provincial Executive shall be recorded, in conjunction with minute taking, as a means of reference for the future. Recordings will be retained for a minimum of one (1) year.
- II. On the Monday following an Executive Meeting, meeting highlights are posted on the NSTU website and emailed to the Provincial Executive, Local Presidents and RRC Chairs.
- III. Draft minutes are emailed to the Provincial Executive in the week following an Executive meeting and to Local Presidents and RRC Chairs one (1) week later. Final minutes are posted on the NSTU website once they have been officially adopted by the Executive.

**I. RELEASE TIME**

Any Provincial Executive member requiring release time in excess of twelve (12) days provided by Article 31.07 (i) (a) of the Provincial Agreement must seek prior approval from the President or Executive Director.

**J. TRAINING**

- I. Members elected to the Provincial Executive will be invited to attend an Executive Meeting (as observers) prior to assuming the position.
- II. A training program will be provided to new members of the Provincial Executive. New Provincial Executive members will be brought in one (1) day early for orientation prior to their first Executive Meeting.
- III. New Executive members will be given the option to attend the first John Huntley Memorial Internship Program during the year.

**K. COMMUNICATIONS ALLOWANCE OPTIONS****I. Option 1:**

- a. The Union will provide reimbursement (upon presentation of receipts) up to five hundred dollars (\$500.) annually for costs associated with communication expenses. This includes, but is not limited to, the installation and maintenance of a separate telephone/internet line, the purchase of communications supplies/equipment, such as printers, long distance charges, internet charges, paper, toner, and inkjet cartridges (excluding any computer) or any other such expenses as approved by the Finance and Property Committee.
- b. The Union is not responsible for any costs incurred with personal cell phone usage; furthermore, the Union will not provide cell phones to any individual members, including members of the Provincial Executive. The provincial President is excluded from this limitation.

**OR****II. Option 2:**

- a. Alternatively, Provincial Executive members may elect to receive an annual taxable allowance of five hundred dollars (\$500.) to cover all costs associated with communication expenses. This includes, but is not limited to, the installation and maintenance of a separate telephone/internet line, the purchase of communications supplies/equipment, such as printers, long distance charges, internet charges, paper, toner, and inkjet cartridges (excluding any computer) or any other such expenses.
- b. The communication allowance of five hundred dollars (\$500.) shall be paid in full or, upon notification to the secretary-treasurer, two (2) payments of two hundred and fifty dollars (\$250.).

**L. WEB ACCOUNT MAILING LISTS**

Upon request, designated NSTU web account mailing lists shall be established for NSTU Provincial Executive.

**M. REPRIMAND, SUSPENSION, OR REMOVAL FROM THE PROVINCIAL EXECUTIVE****I. Preamble**

Removing a Provincial Executive member is a very serious action and should never be approached lightly. Due process must always be followed.

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## II. Grounds for Reprimand, Suspension, or Removal

A Member of the Provincial Executive may be reprimanded, suspended, or removed from office for reasons including but not limited to the following:

- a. Disruption of any meeting to the extent that business cannot be conducted in an orderly fashion.  
*(This is not to be considered the same as strenuous, spirited debate and such provision should never be used to stifle debate).*
- b. A significant instance of harassment, or continued harassment of another Provincial Executive Member.
- c. Failure to attend two (2) consecutive Executive Meetings without valid reasons satisfactory to the Provincial Executive.
- d. A significant instance, or continued, gross or willful neglect of the duties of the office.
- e. Unauthorized expenditures, signing of cheques, or misuse of organization funds.
- f. Actions that bring the organization into disrepute.
- g. Misrepresentation of the organization and its officers to outside persons.
- h. Incapacity of the Member to continue serving on the Provincial Executive.
- i. Failure to meet eligibility criteria to hold office.
- j. Significant and/or continued failure to adhere to current NSTU Policies and Operational Procedures.

## III. Procedures

- a. A complaint alleging that a Provincial Executive Member should be Reprimanded, Suspended, or Removed may be made by any Provincial Executive Member(s) (the "Complainant(s)").

### Informal Resolution

- b. The Complainant(s) shall, where possible, communicate promptly with the Provincial Executive Member(s) complained against (the "Respondent(s)") in order to resolve the complaint.
- c. If possible, the President or First Vice President may attempt to resolve the complaint informally, possibly with the assistance of the Executive Director.
- d. Where the Complainant(s) and/or the Respondent(s) includes the President or First Vice-President, the Executive Director (or external designate) may attempt to resolve the complaint informally.
- e. Informal resolution is reached when both the Complainant(s) and Respondent(s) agree, in writing, to a resolution.

### Formal Resolution

- f. If the complaint cannot be resolved through the informal resolution process, the Complainant(s) may make an official complaint in writing to the Executive Director.
- g. The Executive Director shall, within ten (10) days of receiving an official complaint, provide a copy of the complaint to the Respondent(s).
- h. The Respondent(s) shall be provided the opportunity to respond to the complaint in writing. Response shall be submitted to the Executive Director within ten (10) days of receipt of complaint. Failure to submit a response shall not be construed as guilt or innocence nor stop the formal resolution process.
- i. The complaint shall be investigated by the Executive Director (or external designate).
- j. The investigation shall proceed and must be completed within ninety (90) days of the official complaint being provided, by the Complainant(s), to the Executive Director.
- k. The investigation shall include an interview of the Complainant(s) and Respondent(s). The Respondent(s) shall be provided a full opportunity to respond and make a full answer and defence.
- l. The investigation shall determine the following:
  - i. what occurred, on a balance of probabilities; and
  - ii. whether what occurred warrants a reprimand, suspension, or removal; or
  - iii. whether the complaint is unfounded.
- m. A final investigation report and summary shall be prepared by or provided to, the Executive Director.

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**IV. Special Meeting**

- a. A Special Meeting of the Provincial Executive shall be called within thirty (30) days of the investigation report and/or summary being completed by or provided to the Executive Director;
- b. At the Special Meeting:
  - i. the Executive Director (or external designate) shall share the investigation report and/or summary;
  - ii. the Complainant(s) and the Respondent(s) shall not attend;
  - iii. the proceedings shall be conducted in camera; and,
  - iv. the sole purpose shall be the deliberation on the investigation report and/or summary.

**Special Meeting Vote**

- c. Votes conducted at the Special Meeting shall be conducted by secret ballot. The threshold of acceptance for votes at the Special Meeting will be a majority of the Provincial Executive Members attending the meeting who cast a ballot. Spoiled ballots will not be counted.
- d. A vote shall be held at the Special Meeting to decide whether the complaint is founded or unfounded.
- e. If the Provincial Executive decides the complaint is founded, a second vote shall be conducted to determine whether the Respondent(s) shall be:
  - i. reprimanded;
  - ii. suspended; or
  - iii. removed as a Provincial Executive Member.
- f. The Respondent(s) will be informed, in writing immediately following, the Special Meeting whether the complaint was held to be unfounded or whether they have been reprimanded, suspended, or removed as a Provincial Executive Member.
- g. In the event the vote results in the removal of the Respondent(s), the Respondent(s)'s former position shall be filled according to the by-elections procedures in NSTU Operational Procedures.

*Reference: January 1974; amended February 1985; March 1988; November 1992; March 1996; July 1996; August 1998; September 1998; March 2000; November 2001; July 2002; February 2003; June 2004; August 2002; September 2004; April 2005; March 2007; April 2007; August 2007; January 2008; 2010-6; September 2010; February 2012; April 2012; February 2014; June 2014; March 2015; April 2015; September 2015; October 2018; April 2019; ; May 2019; June 2022*

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**16. REGIONAL REPRESENTATIVE COUNCIL****A. STRUCTURE AND GOVERNANCE**

Note: The Provincial Executive has the authority to establish NSTU Regional Representative Council governance and structure granted under Article V of the By-Laws.

**I. Regional Representative Council Constitution Model**

- a. The Provincial Executive adopted a Regional Representative Council Constitution Model which forms part of these Operational Procedures and is found in Appendix B. This Constitution Model outlines the structure and governance Regional Representative Councils must follow.
- b. The Provincial Executive reviews the Constitution Model on a regular basis and makes amendments as required.

**II. Regional Representative Council Operational Procedures**

- a. A Regional Representative Council must adopt Regional Representative Council Operational Procedures as appropriate to complement the Regional Representative Council's Constitution.
- b. Once Operational Procedures are adopted by a Regional Representative Council these procedures must be filed with NSTU Central Office.

**B. FINANCES**

- I. Each Local participating in a Regional Representative Council shall have ten percent (10%) of its NSTU Local Rebate withheld to be used to assist in covering the expenses of

- RRCs. This total amount shall be equally divided and distributed to the seven (7) Regional Representative Councils to be used to assist in covering the expenses of the RRC.
- II. If during the year, the Regional Representative Council has insufficient funds to carry out its mandate, each participating Local from within the RRC shall give supporting funds based on the total amount required divided by the total number of Members from all participating Locals multiplied by the total number of Members within the Local (using the most recent Membership Registry numbers).
  - III. RRCs shall not accumulate Reserve Funds. If at July 31<sup>st</sup>, the cash balance of an RRC exceeds an amount necessary to fund the activities of the RRC until the November rebate, then the excess monies shall be returned to the participating Locals based on the total amount to be returned divided by the total number of Members from all participating Locals multiplied by the total number of Members within the Local (using the March Membership Registry numbers).

*Reference: February 2007; amended May 2009; March 2011; February 2020*

## 17. RESOLUTIONS PROCEDURES

### A. AUTHORITY

The NSTU Constitution.

### B. DEFINITION AND PURPOSE

- I. NSTU Resolutions to Council are proposals, which when adopted:
  - a. amend NSTU By-Laws,
  - b. amend NSTU Standing Orders,
  - c. set, amend, or rescind NSTU Policy, or
  - d. direct the action of the NSTU.
- II. The purpose of Council and the resolution process is to provide a democratic means for Member input into the structures and policies of the NSTU.

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### C. ELIGIBILITY/SUITABILITY

- I. The Provincial Executive may submit resolutions directly to Council.
- II. NSTU Locals, Regional Representative Councils, and Professional Associations submit resolutions to Council via the Resolutions Committee.
- III. Suitability for resolutions to Council adhere to the following guidelines:
  - a. Issues that could be addressed by alternate means within the organization are not suitable as resolutions.
  - b. A resolution that repeats existing policy shall not be submitted.
  - c. Two (2) or more thoughts in a single resolution shall be avoided.
  - d. Resolutions should not specifically refer to NSTU programs or committees.
  - e. Reference should be made to the specific By-Law or Standing Order article number when amendments to the NSTU Constitution are proposed.
  - f. Reference should be made to the specific Policy number when amendments to NSTU Policy are proposed.

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### D. RESOLUTION SUBMISSION PROCEDURES FOR LOCALS, REGIONAL REPRESENTATIVE COUNCILS, AND PROFESSIONAL ASSOCIATIONS

- I. Submissions from Locals, Regional Representative Councils, and Professional Associations must be sent directly to the Resolutions Committee via the NSTU Central Office by the deadline of the second (2<sup>nd</sup>) Friday in December.
- II. Submissions must be accompanied by the draft minutes of the General Meeting where the submission was approved.
- III. A resolution submission must be accompanied by a supporting Brief and be signed by the sponsor (Local President, RRC Chair, or Professional Association President respectively).
- IV. Submission forms are available on the NSTU website ([www.nstu.ca](http://www.nstu.ca)) under Annual Council – Resolution Submission and can be submitted online there or by emailing the form to ([resolutions@nstu.ca](mailto:resolutions@nstu.ca)).

**E. VOLUNTARY SCREENING PROCESS**

Locals, RRCs, or Professional Associations wishing to receive input regarding the appropriateness and accuracy of a resolution submission may contact the Executive Staff Officer liaison to the Resolutions Committee.

**F. DOCUMENTATION**

- I. The costing of a resolution is recorded with the actual resolution in the Resolutions Booklet.
- II. The Disposition of Resolutions from the previous Council will be included in the Council Workbook and will include the URL of an electronic compilation of memos and letters regarding adopted resolutions.
- III. All Reports generated by Council Resolutions are directed to the Provincial Executive as Information Items prior to Council.

**G. PRE-COUNCIL VOTING PROCEDURES**

- I. Resolutions submitted to Council in any given year may be considered by Council in a Pre-Council voting process as outlined below.
- II. Resolutions categorized as Constitutional or Costed are to be debated and voted on at Council, with no Pre-Council voting.
- III. All Resolutions that do not fall into G. II. above will be considered by registered Voting Delegates in a Pre-Council voting process.
- IV. A majority of registered Voting Delegates participating in the Pre-Council voting process will satisfy quorum.
- V. Pre-Council voting to be conducted electronically, poll to be open for two (2) weeks with the poll closing at noon of the last Tuesday prior to Annual Council weekend.
- VI. Poll to include three options per Resolution (adopt, defeat, and debate at Council).
- VII. A threshold of seventy-five percent (75%) must be reached to adopt or defeat a resolution during the pre-Council voting process.
- VIII. The results from the pre-Council vote will be tabulated and supplied to Delegates at Annual Council.
- IX. Sponsors of Resolutions will have the opportunity at Annual Council to withdraw or amend their Resolution prior to the start of debate on the Resolution.

**H. TIME LINES**

- I. The deadline for resolution submissions by Locals, Regional Representative Councils, and Professional Associations is the Second (2<sup>nd</sup>) Friday in December.
- II. The Resolutions Committee reviews resolution submissions by Locals, Regional Representative Councils, and Professional Associations prior to the end of January.
- III. Recommendations from Committees concerning resolutions are prepared in advance of Council.
- IV. Resolutions are made available to the membership at least thirty (30) days prior to Council.
- V. The Pre-Council Vote is conducted leading up to Annual Council.
- VI. Resolutions are considered by Council and are processed during the Pre-Council Vote or during Annual Council.
- VII. A preliminary Disposition of Resolutions is presented to the Provincial Executive following Annual Council.
- VIII. The Disposition of Resolutions is presented to the following Annual Council.

**I. READING OF COUNCIL RESOLUTIONS**

- I. Resolutions for consideration by Annual Council shall be identified by their respective numbers only and the text of resolutions shall not be read aloud in Council Chambers.
- II. The sponsor of a resolution shall be the initial speaker to that resolution.

**J. ANNUAL COUNCIL NEW BUSINESS RESOLUTIONS**

- I. The NSTU Resolutions Committee coordinates the New Business Resolutions of Annual Council.
- II. It is the responsibility of the NSTU Resolutions Committee to make the determination whether or not a New Business Resolution meets eligibility criterion.

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- III. New Business submissions require the signature of the sponsor (NSTU President, Local President, RRC Chair, or Professional Association President respectively).
- IV. Eligibility requirement for a New Business submission shall be one of the following:
  - a. Time – an issue arises after the official closing date for resolution submissions to Annual Council (second (2<sup>nd</sup>) Friday in December).
  - b. New Information – an issue has incurred new developments after the official closing date for resolution submission to Annual Council.

*Reference: OP17 amended by substitution October 2021; amended December 2021*

## 18. STAFFING & HUMAN RESOURCES

### A. APPOINTMENT OF EXECUTIVE DIRECTOR

- I. When the Provincial Executive has decided to conduct a search for candidates for the position of Executive Director, the Personnel Committee is responsible for making a recommendation to the Provincial Executive for their ratification a candidate to hire for the position of Executive Director. The Personnel Committee will develop and share the hiring process with the Provincial Executive.

### B. APPOINTMENT OF A PROFESSIONAL EXECUTIVE STAFF OFFICER

- I. The Executive Director is responsible for making a recommendation to the Provincial Executive for their ratification a candidate to hire for the position of Professional Executive Staff Officer.
- II. Every reasonable effort shall be made to maintain at least two (2) bilingual Professional Executive Staff Officers, one to work in Professional Learning and the other to work in Member Services.
- III. Hirings for replacement staff positions should occur three (3) to six (6) months before the current Professional Executive Staff Officer is due to leave, when possible and/or necessary.
- IV. Successful candidates for staff positions will be given appropriate job training experiences and opportunities before assuming full job responsibilities when possible and/or necessary.

### C. SECONDMENT OF STAFF

- I. Only Active Members of the Nova Scotia Teachers Union may be seconded.
- II. The Provincial Executive, on the recommendation of the Executive Director, shall make the decision as to whether to supplement staffing levels through secondment, and if so, the duration of the appointment.
- III. Individuals may be seconded to supplement the work of the permanent staff of the Union; to increase the staff available to the Union when the demand exceeds the capacity of the permanent staff; or to respond to a specific need of the organization.
- IV. Individuals may be seconded to provide a service or program over a period of weeks; to serve as a resource person or liaison with a Union committee or group; or to initiate and/or implement a specific program, project, or task on behalf of the Union.
- V. Candidates for secondment shall be identified through periodic placement of advertisement in *The Teacher*, through the NSTU Webmail, and through the NSTU Website. The purpose in advertising is to solicit expressions of interest in performing a staff function in various aspects of Union work.
- VI. Interested individuals shall be requested to complete an application form that is held for a period of one (1) year. Seconded individuals shall be selected from the existing file.
- VII. Individuals shall be seconded through recommendation by the Executive Director to the President and Second Vice-President (Chair of the Personnel Committee).

### D. PROGRAM REVIEWS & STAFF EVALUATIONS

- I. The Executive Director, as senior administrator of the NSTU, is responsible for conducting program reviews and staff evaluations.
- II. Complaints pertaining to performance by an individual Professional Executive Staff Officer shall be handled at the administrative level. Except in unusual circumstances,

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a complaint should first be made, in writing, to the individual Professional Executive Staff Officer involved. If the complainant is not satisfied with the response from the Staff Officer, then the complainant may refer the complaint, in writing, to the Executive Director. The Executive Director has the explicit authority to conduct an investigation and to consult legal counsel for advice. The Executive Director's response to the complaint shall be final.

- III. Complaints pertaining to performance by the Executive Director shall be handled at the senior Executive level. Except in unusual circumstances, a complaint should first be made, in writing, to the Executive Director. If the complainant is not satisfied with the response from the Executive Director, then the complainant may refer the complaint, in writing, to the Second Vice-President (Chair of the Personnel Committee). The Second Vice-President has the explicit authority to conduct an investigation and to consult legal counsel for advice.

*Reference: July 1995; amended January 2007; November 2019*

## SECTION II

# CURRICULUM

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The NSTU currently has no Operational Procedures within the area of curriculum. Please refer to the Policy section of the Guidebook, Curriculum.

## SECTION III

# ECONOMIC WELFARE & WORKING CONDITIONS

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## 19. BOYCOTTS & FINANCIAL SUPPORT

The Executive may provide financial support to other organizations or unions involved in a job action. A "job action" for the purposes of this procedure will be defined as a legal strike or lockout that threatens either some principle of labour relations or the integrity of the collective bargaining process. This procedure is subject to the following:

- A. NSTU Executive Staff must conduct a thorough investigation into the basis for the strike or lockout and present a report to the Provincial Executive outlining the pertinent details along with the implications of involvement for the Nova Scotia Teachers Union.
- B. In order for assistance to be given, the strike or lockout must be of a legal nature under the Provincial Labour Code unless extenuating circumstances exist at the time of the recommendation that would cause the Nova Scotia Teachers Union to become involved. Assistance given pursuant to this clause would only be considered in extreme situations. Notwithstanding A and B, clauses C, D, and E will apply to non-affiliate unions or organizations.
- C. The strike, lockout, or dispute must be of no less than thirty (30) days duration at the time of the request.
- D. In the case of a union, or the local of a union, there must be a written request for assistance from the president of the union or local involved.
- E. In the case of a coalition, there must be a written request for assistance from the president of the coalition or from the president of a member organization involved in the coalition.

*Reference: October 1985; amended February 2000*



## 20. DISPUTE RESOLUTION — PROVINCE WIDE STRIKE PROCEDURES

### A. WARNING NOTICE

- I. In the event of a province-wide strike, a warning notice will be given to each Local President and member of the Provincial Executive in the affected bargaining unit.
- II. Upon receipt of a warning notice, the Local President must be available for contact by the NSTU.

### B. STRIKE NOTICE

- I. The time of a province-wide strike will be set by the President and Provincial Executive of the NSTU.
- II. The strike notice will be conveyed to the Local Presidents by the NSTU. The strike notice will consist of a statement of date, time, and type of strike.
- III. The strike notice will be delivered by the NSTU in any way required by law to the Minister responsible for Labour.

### C. THE ROLE OF KEY PERSONNEL

#### I. NSTU President and Executive Staff shall:

Make any changes required to ensure that NSTU Central Office may function as a Central Clearing House during a province-wide strike.

#### II. The Local President shall:

- a. immediately define the location of a Local Clearing House;
- b. then use appropriate means to inform the Local Executive of the strike notice and the location of the Local Clearing House;
- c. then use appropriate means to inform the NSTU representatives of the strike notice and the location of the Local Clearing House;
- d. then proceed to establish and direct the operation of the Local Clearing House; and,
- e. provide such leadership and decisions as circumstances require during the strike, including the maintenance of necessary communication with the NSTU Central Clearing House.

#### III. The Local Executive shall:

Shall provide support services to the Local President in the operation of the Local Clearing House.

#### IV. The NSTU Representative

Once the strike notice is received from the Local President or their representative the NSTU Representative shall:

- a. Convey the strike notice directly to the members in the educational site for which they are responsible. In larger educational sites, some delegation of this task will be necessary.
- b. Then inform the Local Clearing House that all members at their educational site have been contacted:
  - i. a prerequisite for the smooth operation of this phase is for the NSTU representative to have in their possession a complete staff list, including addresses and telephone numbers;
  - ii. at the effective date and time of the strike, the NSTU representative shall personally check the educational site and determine that the strike is in fact effective;
  - iii. the NSTU representative should then inform the Local Clearing House of the fact that the strike is effective and/or seek advice and assistance if difficulties exist;
  - iv. the NSTU representative shall establish picket lines as directed by the Local Executive.

#### V. The Provincial Executive Member shall:

- a. make themselves available to the Local President(s) for advice and consultation;
- b. maintain a highly visible leadership role in the Local area(s);
- c. be easily accessible to the NSTU Central Clearing House for information; and,
- d. be prepared at short notice to meet at the NSTU Central Clearing House.

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**D. ORGANIZATION**

In any strike, it is essential to establish a physical base of operations. This base will be called the NSTU Central Clearing House or the Local Clearing House.

**I. The NSTU Central Clearing House**

- a. In the event of a province-wide strike, the NSTU Central Clearing House will be the Dr. Tom Parker Building.
- b. The NSTU Central Clearing House shall:
  - i. inform all Locals of the imminence of a strike (the warning notice);
  - ii. inform all Locals of the strike notice;
  - iii. receive all information from Locals relating to the progress of the strike;
  - iv. maintain close liaison with each Member of the Provincial Executive;
  - v. be solely responsible for public and press relations; and,
  - vi. advise Locals and make decisions when necessary.

**II. The Local Clearing House**

- a. The location of the Local Clearing House will be decided by the Local President(s) having due regard to Local conditions. Among the options are:
  - i. a room in a private home;
  - ii. a room or rooms in a convenient hotel or motel; or,
  - iii. rental of office space on a short term basis.
- b. The Local President shall be assisted by the Local Executive and Provincial Executive Members in:
  - i. preparing a duty roster; and,
  - ii. ensuring access by telephone to fellow executive and reps.

**E. COMMUNICATION**

The key to a successful strike is communication. This is especially true in the early hours of the action and continues to be true as the strike lengthens and efforts must be made to maintain morale.

**F. PICKETING**

Pickets are of two types:

**I. Informational pickets**

- a. May be mounted at any time and any place.
- b. The purpose of such a picket is to provide information to the public.
- c. The information may be provided by means of placards, printed handouts or discussion with members of the public.
- d. It is essential that such pickets be conducted with dignity and intelligence.
- e. Personnel selected for such duty should have a high tolerance for abuse.
- f. Check with local authorities on local By-Laws regarding pickets or demonstrations.
- g. Never leave a picket site untidy. Assign a crew to pick up abandoned signs, leaflets, etc.

**II. Defensive pickets**

- a. Are mounted around the educational site in order to prevent the intrusion of personnel who will purport to carry on the functions of the striking members. Such persons may be unqualified individuals, perhaps concerned parents who might wish to utilize facilities of the educational site to provide education services. Qualified substitute teachers might be used as strike breakers. Disaffected members might intrude in an effort to break the strike.
  - i. Any persons listed above must be discouraged from entering the educational site.
  - ii. The discouragement should be only in the form of an oral request to respect the picket.
- b. The following persons should never be interfered with by pickets: other staff of the employer not in the bargaining unit.
- c. There is no right to physically restrain a person entering an educational site. Do not confront anyone attempting to cross the picket line.
- d. Defensive pickets may be subject to limitation in their number by the courts.
- e. Defensive pickets will be directed by the NSTU representative.

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- f. The NSTU representative should implement a picket rotation system as directed.
- g. Defensive pickets should be conducted with dignity and decorum. A sincere “thank you” to those who honour a picket will win friends.
- h. A defensive picket should only be in respect of the educational site, never the bus garages or maintenance shops.
- i. The NSTU representative or their designate should be available immediately to resolve potentially troublesome situations.

#### **G. REMUNERATION**

Remuneration for a member who allows their name to be placed on a picket line roster in a province-wide dispute shall follow these guidelines:

- I. Payments become effective on the first day of the strike.
- II. Financial support of the Membership in a withdrawal of services shall be set at a rate of eighty dollars per day (\$80./day) per Member; the amount shall be made known to the Membership prior to a job action vote being taken.
- III. In the case of extreme hardship a member may apply for special compensation via the Local to the Provincial Executive.

#### **H. UNAUTHORIZED ACTIVITIES DURING A STRIKE**

It is the policy of the NSTU Executive that during a province-wide strike or rotating strike, no NSTU member in the affected bargaining unit shall engage in:

- I. normal classroom duties;
  - II. tutoring of pupils;
  - III. instruction of adult education classes; or,
  - IV. extracurricular or co-curriculum school activities whether conducted within or without the school premises on a province-wide basis from the first day of a strike that is held on either a province-wide or rotating basis.
- (The intent of d. above is that all extracurricular activities will cease provincially and not recommence in any school in the province as long as there is a strike in any school in the province.)

#### **I. STUDENT TRAVEL DURING MEMBER STRIKE**

The accompaniment of students by members on student travel programs is considered to be an activity that will not be done by members during the time of a strike. When members associate themselves with student travel programs, they should be assured that alternative arrangements can be made so that during a strike, either:

- I. persons other than members can accompany these students on the trip; or,
- II. the trip can be cancelled without any loss of money by the students.

#### **J. STRIKE EXPENSE GUIDELINES**

The NSTU will pay, through the Provincial Reserve Fund, all expenses approved by Provincial Executive, relating to any type of job action. Reasonable expenses incurred by Locals relating to approved expenses will be submitted to the Finance and Property Committee for payment.

*Reference: OP20 amended by substitution January 2019; amended January 2021; February 2023; October 2023.*

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## **21. GRIEVANCE, ARBITRATION AND LEGAL PROTECTION**

### **A. GRIEVANCES**

In the case of a grievance under the Provincial or Regional Agreement, requests for legal assistance are handled as follows:

- I. The member or in the case of a Regional Agreement the Regional Grievance Committee, consults with the assigned Executive Staff Officer, after which the Executive Staff Officer determines whether the NSTU will carry the grievance forward to arbitration.
- II. If the member or Regional Grievance Committee does not agree with the Executive Staff Officer's decision, an appeal of the decision may be made in writing to the Executive

Director by using Form A within fourteen (14) calendar days of receiving the Executive Staff Officer's decision. The decision of the Executive Director on whether the NSTU will carry the grievance is final.

- III. When the NSTU determines that the grievance will be referred to arbitration, the NSTU, after consultation with the member and/or the Regional Grievance Committee, makes all decisions relating to the carriage of the grievance, including, but not limited to, instructing counsel and making strategic decisions including withdrawing or settling the grievance prior to or during arbitration.
- IV. Notwithstanding A II, if the grievance arises from the suspension, termination, or discharge from employment and the member does not agree with the Executive Director's decision regarding the NSTU's carriage of the grievance, the member may appeal within fourteen (14) calendar days of receipt of the Executive Director's decision in writing to the Provincial Executive by using Form D. The decision of the Provincial Executive on whether to assume carriage of the grievance is final. All other provisions of A. apply to the provision of legal services in this instance.

**B. ARBITRATION PROCEDURE FEES**

I. Interest Arbitration

The maximum cost to each Local in a bargaining unit of an Interest Arbitration, full or partial, or any part thereof, shall not exceed five dollars per capita (\$5.00/capita) for the Locals concerned.

II. Rights Arbitration

The maximum cost to each Local in a bargaining unit of a Rights Arbitration, full or partial, or any part thereof, shall not exceed five dollars per capita (\$5.00/capita) for the Locals concerned.

In the above cases, costs:

- a. shall be those associated with preparing and presenting a case;
- b. shall not include staff expenses or such others as the Union ordinarily incurs; and,
- c. may be appealed by a Local to the Provincial Executive for a reassessment.

**C. GRIEVANCE PROCEDURE – DOCUMENTATION AND FEES**

Pursuant to Article 42 of the *Teachers' Provincial Agreement*, once a formal grievance has been initiated, the NSTU will provide written confirmation to the Grievor(s) as each stage of the grievance procedure has been concluded and inform the Grievor(s) of the direction the NSTU plans to proceed.

- I. The maximum cost to each Local in a bargaining unit of a grievance procedure, full or partial, or any part thereof, shall not exceed five dollars per capita (\$5.00/capita) for the Locals concerned.
- II. Requests for legal opinions that affect all members of the bargaining unit:
  - a. must come from the bargaining unit; and,
  - b. will be charged back to each Local in the bargaining unit at a rate not to exceed one dollar per capita (\$1.00/capita).
- III. Any requests for legal opinions from a Local may be charged back to that Local at a rate not to exceed one dollar per capita (\$1.00/capita).

**D. CRIMINAL MATTERS**

In the case of a criminal charge arising from the member's employment, requests for legal assistance are handled as follows:

- I. The member consults with an Executive Staff Officer, after which the Executive Staff Officer determines if legal services will be provided by the NSTU.
- II. If the member does not agree with the Executive Staff Officer's decision, the member may appeal the Executive Staff Officer's decision in writing to the Executive Director within ten (10) calendar days of receiving the Executive Staff Officer's decision by using Form E. The decision of the Executive Director on whether to provide legal services is final.
- III. If the NSTU determines to provide legal services, the NSTU has the right to be kept informed of developments and strategy and to be consulted by legal counsel. The provision of legal services may be withdrawn by the NSTU if the member fails to aid and

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co-operate with NSTU and its appointed legal counsel and/or fails to reasonably follow the advice and direction or follow the reasonable advice of the NSTU and its appointed legal counsel. As well, the NSTU may place monetary and other reasonable restrictions on the provision of legal services.

**E. AUTHORIZATION OF LEGAL SERVICES**

The NSTU will not be responsible for any bills for legal services that have not been authorized by an Executive Staff Officer, Executive Director or Provincial Executive in advance.

(The Forms referenced here are available from the NSTU Member Services Department)

**F. REPRESENTATION BY NSTU STAFF FOR A MEMBER ACTING AS A PARENT/GUARDIAN**

A member, acting as a parent/guardian, who brings a complaint against another member, shall only be represented where the case is related to their employment.

*Reference: OP21 amended by substitution January 2019; amended January 2021*

## 22. NEGOTIATIONS

**A. SCHEDULING OF NEGOTIATIONS**

**I. Stagger Expiry Dates of Contracts**

In future rounds of negotiations, the NSTU should take every opportunity to stagger expiry dates of Public School, Regional and staff agreements to avoid the problems associated with the complicated process.

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**II. Scheduling Dates**

The NSTU President must agree prior to dates being scheduled for:

- a. the Provincial Asking Package for the *Teachers' Provincial Agreement*; and,
- b. negotiations for the *Teachers' Provincial Agreement*.

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**B. PROCEDURES FOR PROVINCIAL NEGOTIATIONS**

**I. The Provincial Economic Welfare Committee**

- a. The Provincial Economic Welfare Committee shall be appointed by the Provincial Executive.
- b. The Provincial Economic Welfare Committee shall be twelve (12) in number as follows:
  - i. four (4) members of the Provincial Executive as follows:
    1. the NSTU President;
    2. the NSTU First Vice-President who shall serve as Chair of the Committee; and,
    3. two (2) additional Provincial Executive Members; plus
  - ii. eight (8) other members, selected by the Nominating Committee, using the following criteria:
    1. all regions shall be represented, including CSANE, should members from all regions apply;
    2. experience in Union activities;
    3. curriculum/grade level/diversity of assignment representation; and,
    4. representation will reflect gender diversity.
- c. The Provincial Economic Welfare Committee shall report directly to the Provincial Executive.
- d. The Provincial Economic Welfare Committee shall act upon request, in an advisory capacity to the Provincial Negotiating Team.
- e. Committee members shall hold office from the date of appointment until an agreement has been concluded and signed unless they are removed by the Provincial Executive for cause or no longer an active member.
- f. NSTU Staff members shall act as advisors to the Committee.
- g. Background material for the Committee shall be prepared by the staff, and by contract when deemed necessary.

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- h. Should a replacement of a Provincial Economic Welfare Committee member be necessary, the Table Officers shall appoint, in consultation with the Chair of the Nominating Committee, a replacement with ratification of the appointment by the Provincial Executive at the next meeting of the Provincial Executive.

## II. Input in the Asking Package

- a. Input will be by means of:
  - i. direct proposals from members;
  - ii. proposals from a Local;
  - iii. proposals from Professional Associations;
  - iv. proposals from the Provincial Executive;
  - v. proposals from educational site staffs;
  - vi. proposals from Standing Committees of the NSTU;
  - vii. proposals from ad hoc committees of the NSTU (as appropriate);
  - viii. proposals from Regional Economic Welfare Committees;
  - ix. proposals from Regional Representative Councils; and,
  - x. proposals from NSTU staff.
- b. Economic Welfare resolutions adopted by Annual Council shall receive greater consideration when presented to the Provincial Economic Welfare Committee.
- c. All proposals shall be in writing or by online submission giving a clear explanation of intent and reasons for the proposal being made.
- d. Proposals shall be submitted to the Provincial Economic Welfare Committee.
- e. Any items submitted to the Provincial Economic Welfare Committee that are Regional in nature will be forwarded to the REWC Chair of the submitting Region and will be maintained at Central Office for the next round of Regional bargaining.
- f. A direct link to the online submission form regarding negotiations shall be available on the NSTU home page.

## III. The Asking Package

- a. The Provincial Economic Welfare Committee shall prepare the Asking Package.
- b. The Asking Package shall be forwarded to the Provincial Executive for consideration and final approval.
- c. If changes are made to the Asking Package by the Provincial Executive the Provincial Economic Welfare shall be informed.
- d. The Asking Package is to be presented to the membership in a conceptual format rather than specific contract language.

## IV. Informing the Membership Regarding the Asking Package

- a. A summary of the Asking Package shall be sent or presented to NSTU representatives and Local Presidents at a time, and in a manner, to be determined by the Provincial Executive pending the development of a negotiation strategy.
- b. The Employer asking package shall be included.

## V. The Provincial Negotiating Team

- a. The Provincial Negotiating Team shall be appointed by the Provincial Executive.
- b. Appointees to the Provincial Negotiating Team shall be as follows:
  - i. The NSTU President and the Executive Director;
  - ii. Two (2) members from the Economic Welfare Committee who are not Executive members;
  - iii. NSTU Staff;
  - iv. The Chair of the Economic Welfare Committee, who shall be the First Vice-President of the Union;
  - v. additional member(s) as determined by the Provincial Executive;
  - vi. If the Provincial Executive or Provincial Negotiating Team determine that an outside expert should be brought in to assist with Provincial contract negotiations, primary consideration will be given to individuals with teaching and union experience in Nova Scotia; and,
  - vii. legal counsel is retained and consulted, and may be present at the negotiating table.
- c. The Chair shall be the President of the NSTU, and spokesperson on topics shall be determined by the Chair in consultation with the Negotiating Team.
- d. The Provincial Negotiating Team shall report directly to the Provincial Executive.

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- e. If agreement is reached at the negotiating table, the Negotiating Team will report this to the Provincial Executive.
- f. The Provincial Negotiating Team may consult the Provincial Economic Welfare Committee at any time it is deemed advisable.
- g. Bargaining Sessions or meetings of the Provincial Bargaining Team will not normally proceed beyond 7:00 p.m. except upon the agreement of the Team or upon request of a Conciliation Officer, Mediator, or Arbitrator.

#### **VI. Informing the Membership during Negotiations**

- a. During negotiations, confidential bulletins shall be sent to all NSTU web account holders in the bargaining unit and Provincial Executive and posted to a password protected page on the NSTU website.
- b. NSTU representatives shall be responsible for informing members at their site of the contents of the bulletin.

#### **VII. Tentative Agreement**

- a. No release shall be made concerning the details of the Tentative Agreement prior to the holding of the Provincial Executive Meeting to consider the Tentative Agreement.
- b. As soon as possible following a Tentative Agreement being finalized by the Negotiating Team, the Provincial Executive shall meet.
- c. At this meeting the Provincial Executive shall determine the method(s) by which the Tentative Agreement will be presented and provided to the members of the bargaining unit.
- d. Provincial Executive Members shall not divulge any information respecting the Tentative Agreement until such time as the Tentative Agreement has been presented or provided to the members of the bargaining unit.

#### **VIII. Informing the Membership of the Tentative Agreement**

- a. Every reasonable effort shall be made to have NSTU staff present a summary of the Tentative Agreement to NSTU representatives, Local officers, and any other interested members either on the day the Provincial Executive considers the Tentative Agreement or on the days immediately following consideration by the Provincial Executive. When scheduling these regional meetings, consideration shall be given to such logistical factors as previous presentation schedules, geography and NSTU staff availability.
- b. Within three (3) days of the first meeting held in an electoral region represented by a Provincial Executive Member, any Provincial Executive Member may request a second regional presentation by NSTU staff to address questions and concerns that may arise after members have had an opportunity to study the tentative agreement and prior to the ratification vote.
- c. There will be an interval of at least ten (10) calendar days between the presentations of the Tentative Agreement to the last Local and the day of the provincial ratification vote.
- d. NSTU staff shall be available during the four (4) to ten (10) day window, in the event there is a request for a second presentation.
- e. Notwithstanding (c), in the event that a tentative agreement is achieved during the period in which Public School members are on strike, the Provincial Executive authorize the NSTU President to set the ratification vote date.
- f. Notwithstanding (c), in the event that a tentative agreement is achieved during the period in which Public School members have a strike date pending, the Provincial Executive authorize the NSTU President to set the ratification vote date.
- g. The format of provincial tentative agreements shall be of a quality and clarity that makes it easy to read and be understood by the members. Details such as format and size of type must be considered.

#### **IX. Arbitration, Ratification, and Strike Vote Procedures**

- a. An arbitration, ratification, or strike vote shall be conducted using electronic voting.
- b. Prior to an arbitration, a ratification, or a strike vote, regional meetings shall be held for the purposes of information and clarification.
- c. A Provincial Executive Member from each region shall serve as a Regional Electoral Officer.
  - i. For regions served by more than one Provincial Executive Member, the longest serving Member shall serve as the Regional Electoral Officer.

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- ii. CSANE sites shall be served by the Regional Electoral Officer who represents the geographic area surrounding the site.
- d. Pursuant to Article 31.02 (iv) of the *Teachers' Provincial Agreement*, the Regional Electoral Officer may request to be released from teaching duties on voting day if deemed necessary to carry out assigned duties.
- e. In the event that an NSTU representative has not been selected for an educational site, cannot act, or refuses to act in voting procedures, an alternate shall be appointed by the Regional Electoral Officer.

#### **X. Distribution of Voting Cards**

- a. Voting cards and nominal lists will be distributed by the NSTU Central Office to NSTU Representatives.
- b. Additional voting cards will be available from the Regional Electoral Officer.
- c. A list of voting keys issued shall be maintained at Central Office.
- d. Members will receive an email to their NSTU webmail address from Central Office reminding them that it is voting day and to see the NSTU representative to receive a voting card.
- e. NSTU Representatives shall confirm receipt of voting cards by email to the Regional Electoral Officer.

#### **XI. Eligibility to Vote**

- a. All NSTU members employed by way of permanent, term and probationary contracts with Regional Centres for Education/Boards and members on sabbatical leave, and deferred salary leave or reserve members are eligible to vote.
- b. Substitute teachers employed in the bargaining unit on the day designated as voting day shall be eligible to vote.

#### **XII. Advance Issue of Voting Cards**

- a. Voting cards shall be available to the NSTU Representative for distribution the day before the vote to be issued to NSTU members who certify that they are unable to receive a voting card on voting day because of an anticipated absence from the regular worksite during the voting period.
- b. The NSTU Representative shall have the member sign the nominal list and provide the member with a voting card and instructions on how to vote during the voting period.

#### **XIII. Voting Day**

- a. On any vote conducted under the *Teachers' Collective Bargaining Act*, the voting day shall be determined by the President of the Nova Scotia Teachers Union in accordance with NSTU procedure.
- b. The voting day shall be from 6:00 a.m. – 8:00 p.m.
- c. NSTU representative(s) are encouraged to make arrangements to have a dedicated device available to staff to use for the voting period and that the device automatically display the NSTU website where members can vote.
- d. NSTU representative(s), after a voter has been identified, provide a voter with a voting card which contains a private voting key under the scratch box. Voters will sign next to their name on the nominal list confirming that they have received a voting card.
- e. NSTU representative(s) are to instruct voters on the voting procedures.
- f. NSTU representative(s) are to mail the original signed nominal list as well as all unused voting cards to the NSTU Central Office in a postage paid envelope at the end of the day.
- g. Regional Electoral Officers with the assistance of an electoral committee, if necessary, shall:
  - i. confirm that all NSTU representative(s) have received voting cards;
  - ii. contact all educational sites on voting day to make sure voting is proceeding as scheduled; and,
  - iii. contact all educational sites to ensure that signed nominal lists are forwarded to Central Office.
- h. Designated NSTU staff will be available to address concerns of Regional Electoral Officers during voting hours.

#### **XIV. Verification and Counting**

Voting keys will be validated and counted electronically.

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**XV. Announcement of Vote Results**

The Provincial Executive shall, by motion, set:

- a. what the vote result will contain;
- b. how the vote result will be announced;
- c. when the vote result will be announced; and,
- d. to whom the vote result will be announced.

**C. SINGLE-TIER BARGAINING****I. Process Required**

- a. A committee shall be formed known as the Provincial Single-Tier Committee and will be comprised of:
  - i. one (1) representative from each region chosen by the Regional Representative Council (not including the Provincial Executive Member);
  - ii. one (1) representative from CSANE chosen by the CSANE Local (not including the Provincial Executive Member);
  - iii. two (2) Provincial Executive Members;
  - iv. the NSTU President; and,
  - v. the First Vice-President as Chair.
- b. The Provincial Single-Tier Committee will prepare the articles from Categories 1 and 2 that will be required for bargaining. The Committee will prepare articles from Category 1 that will require bargaining with the Minister. The Committee will also prepare articles from Category 2 that will be given to the Provincial Economic Welfare Committee for inclusion in the Provincial Asking Package.
- c. All recommendations from the Provincial Single-Tier Committee are subject to approval by the Provincial Executive.
- d. A committee shall be formed known as the Provincial Bargaining Committee and will be comprised of:
  - i. President as Chair;
  - ii. Executive Director;
  - iii. two (2) members from staff;
  - iv. two (2) representatives from the Provincial Single-Tier Committee; and,
  - v. the First Vice-President.
- e. The mandate of the Provincial Bargaining Committee will be to bargain the articles with the Minister as prepared by the Provincial Single-Tier Committee from Category 1, and prepare a package of items that require ratification.

**II. Ratification Process**

The package of articles mutually agreed to by the Provincial Bargaining Committee and the Minister shall become part of the tentative agreement put before the members in a Provincial Ratification Vote.

**D. GUIDELINES FOR REGIONAL NEGOTIATIONS**

- I. A Regional Representative Council shall appoint a Regional Economic Welfare Committee.
- II. A Regional Economic Welfare Committee shall contact Central Office prior to developing an Asking Package.
- III. The Executive Staff Officer assigned meets with the Regional Economic Welfare Committee to lend assistance in drawing up an Asking Package.
- IV. Regional Economic Welfare Committees are guided by the provisions of the *Teachers' Collective Bargaining Act* and regional guidelines to determine items to be included for submission. Further input to the content of the asking package may come from the following sources:
  - a. previous asking packages;
  - b. Regional Representative Council;
  - c. Executive Staff Officer;
  - d. recommendations and direction from the Provincial Executive;
  - e. submissions from individual members;
  - g. recommendations that may result from the review of Rights Arbitrations; and,
  - h. recommendations that might result from the review of other Regional Agreements.

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- V. The Executive Staff Officer liaison, in consultation with the Regional Economic Welfare Committee, draws up the final draft of the Asking Package.
- VI. Before commencing negotiations, the Economic Welfare Committee shall refer its proposed Asking Package to the Regional Representative Council for approval.
- VII. The Negotiating Committee appointed by the Regional Representative Council informs the Executive Staff Officer liaison that it wishes to open negotiations or where necessary, the Executive Staff Officer liaison prompts the Negotiating Committee to do the same.
- VIII. Only the appointed/elected members of a negotiating committee, or those requested by the Union, shall meet with the Regional Centre for Education/Board to negotiate.
- IX. The Executive Staff Officer liaison acts as advisor to the Negotiating Committee between its meetings with the Regional Centre for Education/Board and/or carries out the negotiations with the Regional Centre for Education/Board on behalf of the members.
- X. Possible "Trade-Off"
  - a. When an item in Regional negotiations is being considered as a "trade-off" and that action may have province-wide effects, the Executive Staff Officer liaison shall advise the Chair of the Regional Representative Council and the Chair of the Regional Negotiating Committee of the perceived difficulty. If the Chair of the Regional Representative Council and the Chair of the Regional Negotiating Committee decide to proceed with the "trade-off", they shall notify the Executive Staff Officer liaison of the decision. The Executive Staff Officer liaison presents the matter to the Provincial Executive. No tentative agreement shall be arrived at prior to the presentation of the matter to the Provincial Executive.
  - b. If the Provincial Executive concludes that the proposed "trade-off" is contrary to the interest of the Union, it will direct that the "trade-off" not be made by the Regional Representative Council.
- XI. When a tentative agreement is reached, the Executive Staff Officer liaison may assist in having the agreement ratified by supplying a summary of the tentative agreement for the members or by attending a meeting of members in the bargaining unit and presenting and/or explaining the terms of the tentative agreement to the membership of the bargaining unit.
- XII. Between the tentative agreement and ratification of a contract, an appropriate period of time should be allowed for the dissemination of information among the membership of the Region.
- XIII. To ratify a contract, an electronic vote of the entire membership of the Region shall be held to vote for acceptance or rejection of the proposed agreement.
- XIV. Upon ratification, the Executive Staff Officer liaison draws up the legal copies of the agreement for signing.
- XV. Copies of the agreement are printed in Central Office and distributed through the Member Services department to the appropriate personnel.
- XVI. In the event of an impasse, the decision to seek the services of a Conciliation Officer and/or bring the matter to arbitration rests with Central Office in consultation with the Negotiating Committee.
- XVII. No member of the bargaining unit shall be a member of the Regional Centre for Education/Board's negotiating process unless it is an explicit condition of employment and/or an explicit part of the member's job description.

#### **E. VOTING INSTRUCTIONS – TENTATIVE AGREEMENTS**

- I. Negotiating teams are instructed to avoid any situation that would result in a summer vote.
- II. Media blackouts on contract negotiations shall be maintained by all NSTU Local and provincial representatives until all Locals have had the opportunity to be briefed by NSTU staff.

*Reference: January 1979; amended 1982; 1983; 1984; 1985; 1986; 1989; 1997; February 1999; February 2001; April 2002; September 2002; March 2004; January 2005; February 2005; June 2006; December 2009; January 2010; July 2010; June 2011; January 2012; April 2012; 2012-69; March 2014; June 2014; December 2014; January 2016; March 2016; April 2016; July 2017; October 2017; February 2018; September 2018; December 2018; October 2019; December 2020*

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## 23. STRIKE BY NON-NSTU EDUCATIONAL WORKERS – GUIDELINES FOR NSTU MEMBERS

A strike by support personnel within the school-system may be disruptive to the school and our Members. These guidelines are meant to help support our Members during possible job action by others.

### A. COLLECTIVE AGREEMENTS AND THE DUTY TO TEACH

Members of the NSTU have negotiated Provincial and Regional Collective Agreements that they must adhere to during job action of support personnel. Failure of our Members to work may be classed as an illegal strike by the Labour Relations Board under the *Teachers' Collective Bargaining Act*, this may attract penalties. An unwillingness to cross peaceful picket lines may not be considered as a defense under the Act. Therefore, the NSTU offers the following guidelines:

- I. Members will cross peaceful picket lines, enter the educational site, and continue to work as usual including extracurricular activities;
- II. if Members are prevented from crossing a picket line by force or threat of force, they should report this immediately to their principal/supervisor; and,
- III. Members will not perform, nor request others to perform (e.g. students, parents/guardians, etc.), work previously done by striking support personnel. If directly instructed by a supervisor to do such duties, the Member will comply and grieve later.

### B. HEALTH AND SAFETY

It is the responsibility of the employer(s) to ensure that educational sites are safe and healthy environments for students and employees. Only the employer or the Department of Labour has the authority to close an educational site for health and safety concerns. Therefore, the NSTU offers the following guidelines:

- I. Members will report unsafe and/or unhealthy conditions to their principal/supervisor, and if required, the Joint Occupational Health and Safety Committee;
- II. if the unsafe/unhealthy conditions reported in I. above are not remedied, the Member should report the unsafe/unhealthy conditions to the Department of Labour (NSTU staff is available for consultation regarding this step); and,
- III. if the educational site (or a portion thereof) is closed for health and safety reasons, Members should request a safe and healthy area in which to carry out their duties.

### C. STUDENT ABSENTEEISM

Student absenteeism may be high during a strike by support personnel; therefore, the NSTU offers the following guideline:

- I. Members should adjust their teaching accordingly during and after a strike by support personnel.

*Reference: January 2021*

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## SECTION IV

# GOVERNMENT

The NSTU currently has no Operational Procedures within the area of government. Please refer to the Policy section of the Guidebook, Government.

## SECTION V

## PROFESSIONAL DEVELOPMENT

## 24. AWARDS, FELLOWSHIPS AND GRANTS

An amount is budgeted annually for Conference Grants, Educational Research Awards, and Full-Time Study Grants. The disbursement of these funds will be on the recommendation of the Professional Development Committee, ratified by the Provincial Executive. Application forms for all Grants, Awards, and Fellowships are available on the NSTU website or by contacting the Professional Learning Department of the NSTU Central Office. Eligibility for Grants, Awards, and Fellowships is limited to NSTU Active Members.

**A. CONFERENCE GRANTS (EXCLUDING OCTOBER CONFERENCE)**

Conference Grants (excluding October Conference) are provided to support members wishing to attend conferences for the purpose of professional learning. The Professional Development Committee will consider the following in terms of these Grants:

- I. In order to assist the greatest number of Members, individual Grants will be limited to up to six-hundred dollars (\$600). No individual shall receive more than one Conference Grant in any two (2) consecutive school year period.
- II. Grants are awarded to cover legitimate conference expenses. Individuals are encouraged to seek funding from alternate sources; only legitimate conference expenses not covered by other sources will be covered by this Grant. To be clear, an individual should not make a profit (funding from all sources greater than expenses) by the awarding of this Grant.
- III. That the conference shall have occurred within six (6) months of the application deadline.
- IV. Conference offerings may include in-person or online conferences within the current school year.
- V. The Professional Development Committee will annually review and set the rubric for bestowing these Grants with priority being given to out of province conference applications.
- VI. Grant applications will be reviewed two (2) times per year (fall and spring). Application deadlines are 4:00 p.m. on the first (1<sup>st</sup>) Wednesday of October and May.

**B. EDUCATIONAL RESEARCH AWARDS**

Educational Research Awards are provided to support, encourage, and recognize Members who engage in professional inquiry and research focused on educational inquiry. The Awards will be given out once per year at a ceremony at the Local level. The Professional Development Committee will consider the following in terms of Educational Research Awards:

- I. In order to encourage the greatest number of Members, individual Awards will be limited to five-hundred dollars (\$500). No individual shall receive more than one Educational Research Award in any three (3) consecutive school year period.
- II. Any educational research that focuses on topics in education at the individual, classroom, educational site, regional, or provincial level will be eligible.
- III. The Awards shall be given based upon an application to the Professional Development Committee which includes an executive summary of the completed research project.
- IV. The Professional Development Committee will annually review and set the rubric for bestowing these Awards.
- V. Award applications will be reviewed once per year in the winter. Application deadline is 4:00 p.m. on the first (1<sup>st</sup>) Wednesday of December each year.

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**C. FULL-TIME STUDY GRANTS**

Full-Time Study Grants are provided to support Members that are following a full-time program of study for the purpose of professional learning. The Professional Development Committee will consider the following when recommending the awarding of Full-Time Study Grants:

- I. In order to assist the greatest number of Members, individual Grants will be limited to two-thousand dollars (\$2,000). No individual shall receive more than one Full-Time Study Grant in any three (3) consecutive school year period.
- II. Grants are awarded to cover expenses of full-time full-year study. Funds will be dispersed in two allotments, first term and second term of study.
- III. The Professional Development Committee will annually review and set the rubric for bestowing these Grants.
- IV. Grant applications will be reviewed once per year in the spring. Application deadline is 4:00 p.m. on the second (2<sup>nd</sup>) Wednesday of April each year.

**D. TRAVEL FELLOWSHIPS**

Johnson Incorporated sponsors these Travel Fellowships in the amount of three-thousand dollars (\$3,000) in order to provide support to Members engaged in educational travel. The awarding of these Fellowships will adhere to the following criteria:

- I. In order to assist the greatest number of Members, individual Fellowships will be limited to five-hundred dollars (\$500). No individual shall receive more than one Travel Fellowship in any three (3) consecutive school year period.
- II. Fellowships are awarded to Members engaged in educational travel for the purposes of participating in events, seminars, workshops, conferences, or non-accredited courses. For clarity, Fellowships are not meant to cover expenses to attend university courses or certification study.
- III. Eligible travel period is generally over the summer break for Members; however, exception can be made for Members assigned to work during that period.
- IV. The Professional Development Committee will annually review and set the criteria for determining eligibility of these Fellowships.
- IV. Fellowship applications will be reviewed once per year in the spring.
- V. Successful applications will be determined by a draw from all eligible applications received each spring. Application deadline is 4:00 p.m. on the first (1<sup>st</sup>) Wednesday of May each year.

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*Reference: OP25 amended by substitution April 2021; amended June 2023; May 2024*

**25. JOHN HUNTLEY MEMORIAL INTERNSHIP PROGRAM**

- A. The John Huntley Memorial Internship is a two-day (2-day) program, held up to four times per year (4/year), with up to six (6) Members participating each session. The purpose of the internship is for participating Members to gain insight into the inner workings of the NSTU.
- B. Selection of participants for the John Huntley Memorial Internship Program shall be done by the Table Officers, ratified by the Provincial Executive, giving consideration to the following criteria:
  - I. Active and Reserve NSTU Members are eligible to participate;
  - II. balance in Regional and Local representation;
  - III. experience in Union activities;
  - IV. balance in curriculum and/or grade level;
  - V. gender balance; and,
  - VI. equity balance for under-represented groups, pursuant to current language in the *Nova Scotia Human Rights Act*.

*Reference: OP26 amended by substitution April 2021*

## 26. PROFESSIONAL LEARNING SUPPORT

### A. SUPPORT FOR LOCALS

The NSTU provides support to Local Professional Development Committees through facilitated workshops and presentations, consultation services, and resource materials. Handbooks and pamphlets on a number of topics are available in hardcopy or electronically upon request. New Member Packages can be assembled for Locals upon request.

### B. NSTU BIENNIAL CONFERENCES

- I. The NSTU will host the following biennial events:
  - a. Encourage, Engage, Evolve Summit;
  - b. Equity Conference;
  - c. Health and Safety Conference;
  - d. Member Services Conference;
  - e. Pension Symposium;
  - f. Political Action/Public Relations Conference;
  - g. Professional Development Conference; and,
  - h. Status of Women Conference.
- II. Each Local shall be permitted to send two (2) members to each biennial event, with the Local responsible for all authorized expenses incurred by the second delegate. With the exception of the Political Action/Public Relations Conference and the Encourage, Engage, Evolve Summit, where both Local delegates will be at the NSTU's expense.
- III. Notwithstanding II above, each Local may send one (1) additional member to each biennial event, with the Local responsible for all authorized expenses incurred by the third delegate for an individual who self-identifies as being Mi'kmaw, First Nations, Inuit, or Métis; Black, African Nova Scotian, or African descent; person of colour or racialized; Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual, or additional sexual orientation or gender identity; or a person with a disability.
- IV. Provincial Executive Members will be invited to the Member Services Conference, Health and Safety Conference, and Pension Symposium at the NSTU's expense.
- V. Regional Economic Welfare Committee Chairs (no alternates) will be invited to the Member Services Conference and the Health and Safety Conference at the NSTU's expense.
- VI. Locals shall be informed of all estimated event expenses prior to the deadline date for registration and will be billed based on the final costs per delegate following the conference.
- VII. If a Local agrees to send a member to a provincially-sponsored conference and the member does not show, the Local shall be responsible to pay the member's share of the final conference costs.
- VIII. Agendas will be sent to all registered conference participants at least one (1) week prior to the first day of the biennial event.
- IX. Participants will be given an evaluation form prior to the end of the biennial event in order to provide feedback.

### C. EXECUTIVE PLANNING CONFERENCE

The NSTU will host an Executive Planning Conference each year for the orientation and professional development of Provincial Executive Members. Lodging and meal expenses for a guest and dependent child(ren) (eighteen (18) and under) of Provincial Executive Members will be paid. Other individuals' expenses may be paid with the prior approval of the President and Executive Director, or approval by the Provincial Executive.

### D. LOCAL PRESIDENTS AND RRC CHAIRS CONFERENCE

The NSTU President shall host a minimum of two (2) Local Presidents and RRC Chairs Conferences per year. The First Vice-Presidents from the CSANE and APSEA Locals shall be invited to attend the Conferences as participants. Provincial Executive Members will be invited as guests to the spring Conference.

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**E. PROFESSIONAL ASSOCIATION LEADERS CONFERENCE**

The NSTU, through the Professional Association Coordination Committee (PACC), will host an annual Professional Association Leaders Conference. Each Professional Association shall be permitted to send two (2) executive members to this conference, with the Professional Association responsible for all authorized expenses incurred by the second delegate.

**F. NSTU LEADERSHIP SKILLS DEVELOPMENT INSTITUTE**

The NSTU will host an annual Leadership Skills Development Institute for the professional development of Union leaders and potential leaders. Provincial Executive Members are expected to attend and do not count against a Local's, Professional Association's, or Regional Representative Council's delegation. Each Professional Association is permitted to send one (1) Member. Each Regional Representative Council is permitted to send one (1) Member. Each Local is permitted to send up to ten (10) Members with the following stipulations on their delegation:

- I. each Local may send up to eight (8) Members;
- II. each Local may send one (1) additional Member for an individual who has not yet served on any Local Executive; and,
- III. each Local may send one (1) additional Member for an individual who self-identifies as being Mi'kmaw, First Nations, Inuit, or Métis; Black, African Nova Scotian, or African descent; person of colour or racialized; Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual, or additional sexual orientation or gender identity; or a person with a disability.

The registration fee, to be billed to Locals, Professional Associations, and Regional Representative Councils per delegate, for the NSTU Leadership Skills Development Institute will be on a sliding scale as follows:

- I. Locals and PAs, greater than 500 Members @ \$450/delegate;
- II. Locals and PAs, between 300-499 Members @ \$300/delegate;
- III. Locals and PAs, less than 300 Members @ \$150/delegate; and,
- IV. Members attending on behalf of an RRC @ \$450/delegate

*Reference: OP27 amended by substitution April 2021; amended June 2023; December 2023; March 2024; May 2024*

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**SECTION VI****GENERAL****27. AWARDS**

Standing Order 14 of the NSTU Constitution confers authority to the Provincial Executive to grant Life Membership Awards, Special Awards and Local Service Awards. Article I (6) of the NSTU By-Laws creates a category of membership called Honourary Member and confers authority to the Annual Council to grant this membership.

**A. HONOURARY MEMBER****I. Purpose**

To confer membership status on an individual (with the rights as set out in By-Law Article I 6 (b)) who might otherwise have no membership eligibility and who is a person that the Union wants to bestow an honour upon in recognition of a significant contribution to education, the profession, or the NSTU.

**II. Criteria**

- a. Any person who has given meritorious service to education, the profession, or the NSTU.
- b. The service must have been dedicated, long-standing service that benefited the members of the NSTU and, therefore, the teaching profession and public education.

**III. Nominations & Selection**

Nominations are made by the Table Officers to the Provincial Executive of the Union. Upon approval of the Provincial Executive, the President of the Union shall move a motion, seconded by the First Vice-President, that the Annual Council confer the award upon the nominee.

**IV. Presentation of Award**

The Honourary Member will be awarded an appropriate certificate, at the opening session of the Annual Council and details will be published in an edition of *The Teacher*.

**B. LIFE MEMBERSHIP AWARD****I. Purpose**

To recognize from time-to-time the outstanding contributions of members. The Life Membership Award is the highest honour that the Provincial Executive can confer upon a member.

**II. Criteria**

- a. The member must have displayed consistently high qualities of leadership, performance and service to education, the teaching profession or the NSTU.
- b. The member must have given service to the Union and the profession by having served in progressively more challenging positions at the Local or Regional level and at the Provincial level. Candidates must have given a minimum of twenty (20) years of active service to the Union and the profession.
- c. The member must be a leader, who is recognized by peers, as a person whose dedication to education and unionism is both outstanding and meritorious.

**III. Applications**

- a. Candidates can be nominated by any member of the NSTU Provincial Executive by completing the appropriate application form and submitting the form to the President of the NSTU no later than the last business day of the week before the March Provincial Executive Meeting.
- b. Application forms must be completed in detail including the names of three (3) references who can be contacted by the selection committee if needed.

**IV. Selection Process**

- a. The Provincial Executive shall annually from among its members appoint three (3) persons and at least one (1) alternate who will serve as the Awards Selection Committee. Should any member of this Committee be a person who has submitted an application on behalf of another member, or be a member from a Local for whom a candidate has been nominated, Committee member shall declare a conflict of interest and refrain from participating in the selection process.
- b. Ordinarily one (1) Life Membership Award would be given in any year. There is no obligation to give an award each year.
- c. The Awards Selection Committee may contact the nominated candidate(s) and/or the references to obtain additional information.
- d. If there are multiple nominations received by the Awards Selection Committee, the Committee shall rank the candidates and make its recommendation to the Provincial Executive by no later than the April meeting of the Provincial Executive.

**V. Presentation of the Award**

- a. The Life Membership Award which consists of a certificate and pin shall be presented to the nominee by the NSTU President at the Annual Council.
- b. *The Teacher* shall publish the name of the member, a picture, and a short biography in an edition of *The Teacher* following Annual Council.

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**C. SPECIAL AWARD****I. Purpose**

To recognize a particular outstanding service to education, the teaching profession, or the NSTU and to bring public recognition to the contributions of members to education, the community, or the organization.

**II. Criteria**

- a. The member must be an exemplary educator and representative of the profession and have made a significant contribution to education or the NSTU.
- b. The member may have initiated a particular project or was the leader of a group that completed a particular project that was significant in scope and impact.
- c. The contribution to education, the profession, or the Union may be either cumulative or specific in nature and is recognized as having provided leadership or inspirational conduct that has had a positive impact on others.

**III. Applications**

- a. Candidates can be nominated by any member of the NSTU Provincial Executive by completing the appropriate application form and submitting the form to the President of the NSTU no later than the last business day of the week before the March Executive Meeting.
- b. Application forms must be completed in detail including the names of three (3) references who can be contacted by the Selection Committee if needed.

**IV. Selection Process**

- a. The Selection Committee shall be the Awards Selection Committee as described under Section IV a. of the Life Membership Award procedures.
- b. The Special Award is given only occasionally and only when a candidate meets all the criteria described in Section II above.
- c. The Awards Selection Committee may contact the nominated candidate(s) and/or the references to obtain additional information.
- d. If there are multiple nominations received by the Awards Selection Committee, the Committee shall rank the candidates and make its recommendation to the Provincial Executive by no later than the April meeting of the Provincial Executive.

**V. Presentation of the Award**

- a. The Special Award which consists of a certificate and a gift shall be presented to the nominee by the NSTU President at the Annual Council.
- b. *The Teacher* shall publish the name of the member, a picture, and a description of why the award was given along with a short biography of the person in an edition of *The Teacher* following Annual Council. The same or similar information shall be given to the media for release as a news story.

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**D. LOCAL SERVICE AWARD****I. Purpose**

To recognize the outstanding contribution of members who provided leadership and service at the Local level of the NSTU.

**II. Criteria**

- a. The member has served for multiple terms on the Local Executive and/or Local Council;
- b. The member is viewed by peers as having given meritorious service which has helped to advance the objectives of the NSTU; or,
- c. The member has given particularly outstanding service to the Local, to education, or to the teaching profession; and,
- d. Awarded to Active Members and Retired Members or individuals who have ceased being NSTU Active Members.

**III. Applications**

- a. Candidates must be recommended by the Executive of the Local.
- b. The Local President must write a letter to the NSTU President seeking the approval of the Provincial Executive. The letter must outline why the member is deserving of this Local Service Award. The letter must be accompanied by a biographical description indicating the number of years of service in the teaching profession and with the Local, and any specific Local, Regional, or Provincial involvement with the

NSTU. The biographical description should be approximately 125 words in length (must not exceed 150 words) and will be used for publication purposes.

- c. Application letters with biographies (one per member) must be received no later than one week prior to either the March or April meeting of the Provincial Executive. Applications may be forwarded earlier than the dates noted above.

#### **IV. Selection Process**

- a. Local Service Awards are granted solely at the discretion of the NSTU Provincial Executive.
- b. The Provincial Executive member representing the Local(s) from which the names have been submitted will be responsible for notifying the President of the Local of the outcome of the decision of the Provincial Executive (Note: Some Locals like to keep the Award a surprise, if possible, until the time the Award is to be received). All notification to the individual is the sole responsibility of the Local Executive.

#### **V. Presentation of the Award**

- a. The Local Service Award consists of a certificate and special pin which are given to recipients by the NSTU President on behalf of the Provincial Executive.
- b. The biographies of the recipients will be provided at the event to celebrate recipients.
- c. All costs associated with attendance at the event to celebrate recipients (accommodations, travel, etc.) are the responsibility of the Local.

### **E. PUBLIC EDUCATION ADVOCACY AWARD**

#### **I. Purpose**

To promote the concept that public education is an investment in Nova Scotia's future and to recognize non-teachers who have made major contributions to public education. The purpose is also to focus public attention on public education and to strengthen relationships between public education and other sectors as well as between members and educational partners.

#### **II. Criteria**

- a. Individuals or groups who are not active members of the NSTU; and,
- b. Who have made major contributions to public education at the provincial, national, or international levels.

#### **III. Applications**

- a. Candidate(s) can be nominated by any member of the NSTU Provincial Executive by completing the appropriate application form and submitting the form to the President of the NSTU no later than the last business day of the week before the March Executive Meeting.
- b. Application forms must be completed in detail including the names of three (3) references who can be contacted by the Selection Committee if needed.

#### **IV. Selection Process**

- a. The selection committee shall be the Awards Selection Committee as described under Section IV a. of the Life Membership Award procedures.
- b. The Public Education Advocacy Award can be given annually but only when a candidate(s) meets all the criteria described in Section II above.
- c. The Awards Selection Committee may contact the nominated candidate(s) and/or the references to obtain additional information.
- d. If there are multiple nominations received by the Awards Selection Committee, the Committee shall rank the candidates and make its recommendation to the Provincial Executive by no later than the April meeting of the Provincial Executive.

#### **V. Presentation of the Award**

- a. The Public Education Advocacy Award which consists of a certificate and a gift shall be presented to the recipient(s) by the NSTU President at the Annual Council.
- b. *The Teacher* shall publish the name of the recipient(s), a picture, and a description of why the award was given along with a short biography of the person(s) in an edition of *The Teacher* following Annual Council. The same or similar information shall be given to the media for release as a news story.
- c. The expenses of attendance of the recipient(s) and guest(s) shall be borne by the NSTU.

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**F. LIEUTENANT GOVERNOR'S TEACHING AWARD**

The NSTU has instituted, with the partnership of the office of the Lieutenant Governor of Nova Scotia, a Lieutenant Governor Award for Teaching Excellence. The purpose of the Award is to honour the teaching profession through the recognition of an individual who exemplifies excellence in Nova Scotia teaching. The NSTU is responsible to develop and fund the criteria, selection process, and Award process.

**G. PROVINCIAL EXECUTIVE DELIBERATIONS ON AWARDS****I. Granting of Internal Awards**

When the Provincial Executive is deliberating on granting internal awards (Honorary Member, Life Membership Award, Special Award, and Public Education Advocacy Award), these guidelines shall be followed:

- a. deliberations shall be conducted in camera;
- b. voting shall be conducted by secret ballot; and,
- c. only under special circumstances shall more than one of these awards be granted in any given year.

**II. Nominations for External Awards**

When the Provincial Executive is deliberating on nominating members to receive external awards from affiliates, these guidelines, in addition to any requirements set down by the affiliate, shall be followed:

- a. deliberations shall be conducted in camera;
- b. voting shall be conducted by secret ballot; and,
- c. only under special circumstances shall more than one individual be nominated for any single award.

*Reference: October 2004; amended January 2008; February 2008; April 2008; September 2008; January 2013; February 2022; June 2022*

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**28. BENEVOLENT FUND****A. PURPOSE**

To provide assistance to Active Members (as defined in NSTU By-Law Article I – Membership, 2 – Active Member, Subsections (a) and (c) where there is little or no financial coverage or protection through salary/wages, sick leave, long term disability, insurance benefits, credit union/banks, etc.

**B. FUND**

Ten thousand dollars (\$10,000) is budgeted annually for the purposes of Benevolent Grants.

**C. BENEVOLENT GRANT ASSISTANCE**

The merits of each case and the amount of assistance in each instance to be determined by the Table Officers. The maximum amount of a single grant shall not exceed two thousand dollars (\$2,000).

**D. APPLICATION**

Requests should be accompanied by a completed *Benevolent Grant Application Form* sent to the attention of the Executive Director, Nova Scotia Teachers Union, 3106 Joseph Howe Drive, Halifax, B3L 4L7 or electronically to [executivedirector@nstu.ca](mailto:executivedirector@nstu.ca).

*Reference: OP29 amended by substitution February 2020; amended April 2021*

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**29. COMMUNICATION PROTOCOL**

- A. Upon request, designated NSTU web account mailing lists shall be established for NSTU Leaders (Provincial Executive, Local Presidents and Executives, RRC Chairs, and Professional Association Presidents and Executives).
- B. Members wishing to communicate with NSTU Central Office or with fellow Members on Union related matters shall do so using a non-employer email address, facsimile, or the telephone.

- C. Any Member who contacts the NSTU office or NSTU Leaders, using an employer's webmail system, are to receive a reply advising them that the NSTU will not communicate using the employer's webmail and instructing them to use a non-employer email address or the telephone.

*Reference: June 2022*

### 30. COMPUTER EQUIPMENT GUIDELINES

- A. The purchase of computers can be expensed at the time of purchase; it does not have to be set up as a depreciable asset.
- B. All purchase records including receipts, serial numbers, software licenses, registration and any guidebooks should be maintained by the Treasurer.
- C. All software used on the computer should be licensed. Updated virus protection software should be installed and the computer scanned regularly.
- D. The Treasurer should maintain an inventory record of maintenance checks and which position on the executive (including the person's name) the computer has been delegated. The computer should be examined annually as being in sound working order.
- E. Following its useful life the computer must have all data, files and records removed. Useful life is defined as the period of time in which the equipment could be used resourcefully unless deemed obsolete by improved technology or wear and tear. The hard drive should be "scrubbed" using a product or service to totally remove all data and if possible have an expert verify that the computer has been 'cleaned'. The Treasurer should retain the document that certifies that the scrubbing has taken place or, alternatively, that the hard drive has been physically removed and destroyed. Verification must be provided to the executive that the hard drive has been physically destroyed.
- F. Any disposal sale should be for the current fair market value. The computer may be donated to charity or educational site based initiatives needing old computers. A receipt for transfer of ownership should be maintained.

*Reference: February 2007; amended January 2008*

### 31. MEMBER ENGAGEMENT DAY

- A. The NSTU Member Engagement Day shall be celebrated on World Teacher's Day. Should World Teacher's Day fall on a weekend, the Friday preceding it shall be Member Engagement Day.
- B. The Central Office of the NSTU shall be responsible for the following and associated costs:
  - I. selecting a yearly theme for Member Engagement Day;
  - II. promoting Member Engagement Day using posters, email, NSTU website, and social media;
  - III. providing Locals with suggested activities; and,
  - IV. providing Locals with promotional materials/branded items that highlight Member Engagement Day.
- C. The NSTU Locals shall be responsible for the following and associated costs:
  - I. Choosing the activities that will be implemented at the Local level to celebrate Member Engagement Day;
  - II. Distributing the promotional/branded NSTU materials provided by Central Office; and,
  - III. Providing feedback to Central Office on events/activities held on Member Engagement Day.
- D. Locals are encouraged to incorporate Member Engagement Day as part of their Welcome Back/New Member events typically held early in the school year.
- E. NSTU central office will match what each Local spends on Member Engagement Day activities up to a maximum of five hundred dollars each year (\$500./year). The Local will be reimbursed based on cost sharing of the Member Engagement activities (one half (1/2) of the cost to the Local to a maximum of five hundred dollars (\$500.)).

*Reference: April 2014; 2015-13; amended October 2015.*

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### 32. NSTU DELEGATION TO THE NOVA SCOTIA FEDERATION OF LABOUR BIENNIAL CONVENTION

The NSTU Delegates to the Nova Scotia Federation of Labour Biennial Convention shall be up to the number of delegates as defined by the Nova Scotia Federation of Labour as follows:

- A. Individuals recommended by the Nominating Committee, ratified by the Provincial Executive, giving consideration to the following criteria:
  - I. Active and Reserve NSTU Members are eligible to participate;
  - II. balance in Regional and Local representation;
  - III. experience in Union activities;
  - IV. balance in curriculum and/or grade level;
  - V. gender balance; and,
  - VI. equity balance for under-represented groups, pursuant to current language in the *Nova Scotia Human Rights Act*.
- B. Individuals designated by NSTU office as follows:
  - I. NSTU President, or designate;
  - II. NSTU First Vice-President, or designate; and,
  - III. NSTU Executive Director, or designate as an observer.

*Reference: June 2021.*

### 33. REGULAR STANDING SURVEYING OF NSTU MEMBERS – GUIDELINES

The NSTU should regularly endeavour to conduct internal polling to gauge the pressing issues facing its Membership. To that end the following guidelines shall apply regarding surveys on current issues:

- A. the NSTU should survey its Membership regularly;
- B. surveys to be concise;
- C. survey results to be compiled and forwarded to the Provincial Executive for consideration.

*Reference: June 2022*

### 34. RESEARCH (EXTERNAL) GUIDELINES AND PROCEDURES

Prior to approval of an external research contract, agreement shall be reached between the NSTU and the external researcher or agency covering the following aspects of the research:

- A. Any research commissioned by the NSTU is the property of the NSTU in its entirety.
- B. The NSTU shall assume ownership of all data collected on its behalf. Data shall be delivered to the NSTU in the original hard-copy form, if applicable, or as electronic raw data, upon request by the NSTU. If data were initially collected through hard-copy formats, any transformation of those data into electronic form shall be supplied, if so requested, to the NSTU. Any electronic manipulation of data collected shall be provided to the NSTU, if requested.
- C. With prior approval, the researcher or research agency may retain a copy of data collected for follow-up research. Such follow-up research shall be undertaken only with the approval of the NSTU.
- D. Agreement shall be reached with respect to proposed timelines. It is recognized that unforeseen factors can disrupt schedules.
- E. NSTU staff shall be involved in ongoing consultation throughout the research process.
- F. All questionnaires, interviews, or focus group questions, and other communication shall receive NSTU approval prior to being sent or administered to NSTU members. Such approval shall take into consideration:
  - I. the time commitment required of NSTU members;
  - II. the confidentiality of members' responses;
  - III. the appropriateness of the language used in the investigative instrument;
  - IV. relevant ethical issues;
  - V. the appropriateness of the suggested methodology; and,
  - VI. other considerations that may be germane to the research and context.

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- G. Any recommendations for action arising from the research shall be contained in a document separate from the research itself.
- H. The NSTU retains complete authority over the disposition, distribution, and dissemination of any report or recommendations arising from the research.
- I. The NSTU has the right to contact its members on any issue approved by the Provincial Executive. Furthermore, the NSTU may authorize any other agency to contact members on its behalf. Therefore, approval to contact members for research approved or sponsored by the NSTU rests with the NSTU. Subsequent participation by an NSTU member in any approved research is at the discretion of the individual NSTU member.
- J. Any subsequent academic or scholarly publication of material based upon the study or data collected on behalf of the study shall acknowledge the NSTU contribution to the study.
- K. These provisions between the NSTU and the researcher or research agency may be reviewed and adjusted should new information, directions, or circumstances arise.

*Reference: June 2003*

## 35. SERVICES TO FRANCOPHONE MEMBERS

- A. That the French language be recognized and utilized where possible:
  - I. The President's message and the Executive Director's message in *The Teacher* shall appear in French and English.
  - II. Where feasible, the NSTU will endeavor to use French text in posters and pamphlets generally distributed to educational sites.
  - III. Written French language correspondence to the central office of the NSTU receives a reply in French where time and context permits.
  - IV. All official correspondence from the central office of the NSTU to the CSANE Local is in French where time and context permits.
- B. The NSTU sponsors and finances a francophone member with delegate status to the annual meeting of Association canadienne d'éducation de langue française (ACELF).
- C. The NSTU has established a Standing Committee of six (6) francophone members, the Comité de programmation acadienne.
- D. A portion of the regular cycle of advertorials be placed in French and English in the Chronicle Herald featuring CSANE programs and achievements.
- E. Three thousand five hundred dollars (\$3,500.) is budgeted to help defray the costs associated with French-language professional development activities such as CONTACT and minority language conferences.

*Reference: April 1986; amended 1994; 1995; 2002; January 2005; June 2005; October 2019*

## 36. TECHNOLOGY USE AT NSTU MEETINGS & CONFERENCES

- A. The use of information and communication technology at and during meetings and conferences must be solely to facilitate the business of the meeting. All other use of such technology is disruptive and therefore is deemed inappropriate and is not permitted.
- B. Connection to the Internet by attendees during active sessions of NSTU meetings and conferences shall not be permitted within meeting chambers other than for group presentation, discussion purposes, information recording, pertinent information gathering, or to directly access meeting documents.
- C. The use of laptop computer equipment within the meeting chambers and during the time when the meeting is in session must be in conjunction with and support of the business of the meeting.
- D. While in meeting chambers all cellular phones, personal digital assistants (PDA), Blackberry devices and all similar communication devices must be set to silent mode and meeting attendees must remove themselves from chambers before responding to incoming calls.
- E. Meeting attendees must remove themselves from the meeting chambers while reading and responding to text-messaging and email.

*Reference: January 2005; amended September 2008*

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## 37. THE USE OF INCLUSIVE LANGUAGE

All media, publications, and communications generated by or for the NSTU shall strive to be inclusive in the representation of images, expressions, and language to positively reflect and include the diverse nature of its Membership.

*Reference: January 2022*

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# LOCAL CONSTITUTION MODEL



## CONTENTS

### Introductory Statement

The purpose of this document is to provide NSTU members with a comprehensive summary of official NSTU By-Laws, Standing Orders, Policies and Operational Procedures concerning NSTU Locals.

ARTICLE	TITLE
	Preamble
I	Name
II	Mandate
III	Membership
IV	Local Executive
V	NSTU Representatives
VI	Committees
VII	Meetings
VIII	Elections/Voting Privileges
IX	Annual Council Delegation
X	Finances
XI	Reprimand, Suspension or Removal from Local Executive
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# LOCAL CONSTITUTION MODEL

## NSTU Local

### Constitution Model

NSTU Regional  
Representative Council  
Constitution Model

Professional  
Association Model  
Constitution

## Preamble

NSTU Locals are committees of the NSTU and as such shall have a Constitution which is not inconsistent with the NSTU's Constitution, Policy, or Operational Procedures. NSTU By-Laws Article IV – Local Governance and NSTU Operational Procedures 10 – NSTU Locals defines Local governance structures and procedures.

## Article I

### *Name*

- [1] This committee shall be called the [Blank] *Local* of the NSTU, hereinafter referred to as the “Local”.

## Article II

### *Mandate*

- [1] The mandate of the Local shall be to advance and promote the teaching profession and the cause of education in Nova Scotia.

## Article III

### *Membership*

- [1] The [Blank] Local shall be comprised of Active Members of the NSTU employed by the [Blank] Regional Centre for Education, within the approved geographic boundaries as set by the Provincial Executive; and

(Specifically for CSANE and APSEA in place of the paragraph above)

The [CSANE or APSEA] Local shall be comprised of Active Members of the NSTU employed by [CSAP or APSEA] as approved by the Provincial Executive; and

- [2] Reserve Members who have selected the Local on their membership application form.

## Article IV

### *Local Executive*

*Role: Planning, and implementation of the policies and directives of the Provincial Executive.*

- [1] The Local Executive includes the following from the Active Membership of the Local:
- (a) President
  - (b) First Vice President



**NSTU Local  
Constitution Model**NSTU Regional  
Representative Council  
Constitution ModelProfessional  
Association Model  
Constitution**NOTE:**

The Local Executive **must** include a President and First Vice President as outlined in By-Law Article II 1. (a). The Local has the ability to have other Executive Members, the typical would be such Executive positions as:

- Secretary
- Treasurer
- Immediate Past President
- Vice President – Communications (Public Relations, Public Affairs)
- Vice President – Professional Development,
- other Vice Presidents with designated roles, and possibly
- Member(s)-at-Large.

Executive positions should be listed here following (b). Once the Local Membership decides on their structure through adoption of a Constitution duly ratified by the Provincial Executive this should be the Executive structure for the Local.

- [2] Local Executive Members are expected to fully attend as well as actively participate in all meetings of the Local.
- [3] Local Executive Members are responsible to fairly represent Local Executive decisions when speaking on issues addressed by the Local Executive.
- [4] The President and First Vice-President shall serve as Members of the Regional Representative Council.
- [5] A Member of the Local Executive shall be designated as the New Member Contact person.
- [6] A Member of the Local Executive shall be designated as the Substitute Teacher Contact person.

*Reference: June 2020*

## **Article V**

### ***NSTU Representative***

*Role: Disseminating information and directing member requests.*

- [1] An NSTU Representative is an Active Member of the NSTU assigned to an educational site within the geographical or educational site boundaries of the Local.
- [2] The number of NSTU Representatives per educational site is based on a formula outlined in the NSTU Operational Procedures.
- [3] NSTU Representatives shall be elected according to election procedures outlined in NSTU Operational Procedures.
- [4] The NSTU Representative shall be responsible for such duties as outlined in NSTU Operational Procedures.



## Article VI *Committees*

### NSTU Local

#### Constitution Model

- [1] The Local Executive establishes the following Standing Committees.

NSTU Regional

(a) Finance

Representative Council

(b) Nominating

Constitution Model

(c) Communications (Public Relations/Public Affairs)

Professional

(d) Professional Development

Association Model

(e) Resolutions

Constitution

(f) New Member

#### **NOTE:**

The Local Executive **must** establish the committees already listed in the model. The Local has the ability to establish other committees, the typical would be such committees as:

- Social
- Substitute Teachers
- Equity
- Status of Women, and
- other committees as deemed desirable by the Local.

Additional committees should be listed here following (f). Once the Local Membership decides on their structure through adoption of a Constitution duly ratified by the Provincial Executive this should be the committee list for the Local.

- [2] The Local Executive shall appoint members to each Standing Committee on an annual basis.
- [3] The Local Executive may appoint *ad hoc* committees as circumstances dictate.
- [4] All Standing Committees of the Local shall be chaired by a Local Executive Member.
- [5] The Local Treasurer shall chair the Finance Committee.

## Article VII *Meetings*

- [1] **Annual General Meeting**
- (a) There shall be an Annual General Meeting of the Local held in May or June for:
- (i) receipt of annual reports;
  - (ii) presentation of the audited financial statement;
  - (iii) approval of the budget for the upcoming fiscal year; and,
  - (iv) election of officers for the upcoming year, with the exception of those elected by universal suffrage.
- [2] **General Meetings**
- (a) Including the Annual General Meeting, General Meetings shall take place at least three (3) times per year during the periods:
- Fall
  - Winter
  - Spring



- (b) The times and locations of these meetings shall be communicated by the NSTU Representative prior to September 30<sup>th</sup> in each school year.
- (c) The quorum for a General Meeting shall be a majority of the sum of Local Executive Members and NSTU Representatives.

[3] **Local Executive Meetings**

- (a) The Local Executive shall meet at least four (4) times per year at a location determined by the Local President.
- (b) A quorum of the Local Executive shall be a majority of Local Executive Members.

[4] **Special Meetings**

- (a) In the event of an emergency or other need, a Special Meeting may be called by the Local Executive.
- (b) A Special Meeting to address a specified issue may be called by the Local Executive upon the written request of five percent (5%) of the members of the Local. Five (5) working days notice of such a meeting shall be given to the general membership.
- (c) A Special Meeting shall consider only the business specified in the notice calling such a meeting.

## **Article VIII** *Annual Council Delegation*

**Note:** The NSTU Constitution allows for Locals to determine their delegation (Local Voting Delegates, Local Alternate Delegate(s), and Local Observer) to Annual Council as stipulated in individual Local Constitutions. The Local President must attend Annual Council as part of the Local’s delegation. The NSTU Constitution allows for flexibility regarding the remainder of the delegation. Locals should stipulate here, in this Article, the processes on how to determine the Local’s Delegation. The process should be fair and allow for participation from the general membership. Some possible processes can include elements of the following:

1. Some participation by Local Officers
2. Elections at a General Meeting
3. Nominations process adopted by a motion at a General Meeting

- [1] Active and Reserve NSTU Members of the Local are eligible to serve as Annual Council delegates.
- [2] The Local President shall attend Annual Council as a Voting Delegate.
- [3] (process for determining Local Voting Delegates)
- [4] (process for determining Local Alternate Delegate(s))
- [5] Local Observer, the Local may sponsor one (1) Observer to Annual Council. The Local Observer must not have attended a previous Annual Council as part of a Local Delegation. (process for determining Local Observer)
- [6] Where possible, the Local send at least one (1) new member to Annual Council each year.



## Article IX

### *Elections/Voting Privileges*

**NSTU Local****Constitution Model**

[1] Active and Reserve NSTU Members of the Local have the right to vote in any Local election.

NSTU Regional  
Representative Council  
Constitution Model

[2] Active NSTU Members of the Local are eligible to be elected as Local Executive Members.

[3] Active NSTU Members of the Local are eligible to serve as NSTU Representatives.

Professional  
Association Model  
Constitution

[4] The Local President shall be elected by universal suffrage, such election to take place five (5) to seven (7) working days before the Annual General Meeting of the Local.

[5] The remainder of the Local Executive shall be elected by secret ballot at the Annual General Meeting of the Local.

[6] The term of office for all Local Executive Members shall be two (2) years – starting August 1<sup>st</sup> and ending July 31<sup>st</sup>.

[7] Any Local Executive position may be held by the same person for a maximum of two (2) consecutive terms.

[8] Notwithstanding [5], [6] and [7] above, the term of office for the Immediate Past President shall be a single one (1) year term immediately following their presidency – starting August 1<sup>st</sup> and ending July 31<sup>st</sup>.

[9] In the event a Local President has not been elected prior to the Annual General Meeting, the Nominating Committee shall seek nominations for the position at the Annual General Meeting and conduct an election in a timely manner following the meeting.

[10] Should any Local Executive position remain vacant following elections at the Annual General Meeting, the Nominating Committee shall conduct a by-election at the next General Meeting of the Local.

[11] In the event that the Local President cannot fulfill duties or complete a term of office, the First Vice-President shall assume the duties of the Local President in the interim. The Nominating Committee shall seek nominations for the position and conduct an election in a timely manner. The term of office for this position shall be until the completion of the vacated term of office.

[12] In the event that a Local Executive Member other than the Local President cannot complete a term of office, the position shall be filled through a by-election administered by the Nominating Committee. The Nominating Committee shall seek nominations for the position at the next General Meeting of the Local and an election shall be conducted at that meeting. The term of office for this position shall be until the completion of the vacated term of office.

[13] The term of office for NSTU Representative shall be one (1) year, August 1<sup>st</sup> through July 31<sup>st</sup>.

[14] The NSTU Representative(s) and Alternate Representative(s) shall be elected by the individual educational site members no later than the second Wednesday in September

[15] If the NSTU Representative or Alternate Representative is unable to complete the term of office, the site shall elect another Representative or Alternate for the duration of the vacated term of office.





# Article X

## Finances

- [1] The fiscal year shall be from August 1<sup>st</sup> to July 31<sup>st</sup>.
- [2] Based on NSTU Membership Fees, a Local Rebate shall be determined by the Annual Council of the NSTU.
- [3] A minimum of three (3) signing officers shall be bonded for the disbursement of Local funds and other banking purposes.
- [4] The signing officers shall be selected from the Local Executive.
- [5] The Local Executive may make expenditures up to five percent (5%) of the Local's budget to a maximum of \$3,000 without prior approval of the general membership.
- [6] Local Executive members may receive honoraria as determined by motion at the Annual General Meeting.
- [7] When attending Local meetings, individuals shall be reimbursed according to NSTU expense guidelines.
- [8] A minimum of ten percent (10%) of the Local's budget shall be designated for NSTU Representative training.
- [9] The financial records of the Local shall be subjected to an annual review in accordance with guidelines provided by the Finance and Property Committee of the NSTU.
- [10] The Local shall not assume any financial liability accounts (e.g. lines of credit, loans, credit cards).
- [11] Local Reserves and Financial Assets  
The following guidelines shall apply to Local Reserve Funds and Financial Assets of the Locals:
  - (a) While Locals of the NSTU are not required to have a Reserve Fund, from time to time Locals may have revenue greater than expenditures and therefore, have surplus funds that are in excess of cash flow needs that shall be transferred to a Local Reserve Fund.
  - (b) The monies shall be invested to maximize return while minimizing risk of loss keeping in mind the cash flow needs of the Local.
  - (c) The Fund may be used:
    - i. when the Local incurs expenditures in the Operating Budget greater than the revenue received in a fiscal year (funds needed to balance the Budget); or
    - ii. when the Local requires additional revenue in cases of emergency.



## Article XI

### *Reprimand, Suspension or Removal from Local Executive*

#### NSTU Local

#### Constitution Model

#### NSTU Regional Representative Council Constitution Model

#### Professional Association Model Constitution

#### PREAMBLE

Removing a Local Executive Member is a very serious action and should never be approached lightly. Due process and current NSTU policies must always be followed.

#### [1] Grounds for Reprimand, Suspension or Removal

A Member of the Local Executive may be reprimanded, suspended or removed from office for reasons such as:

- (a) Disruption of any meeting to the extent that business cannot be conducted in an orderly fashion.  
*(This is not to be considered the same as strenuous, spirited debate and such provision should never be used to stifle debate).*
- (b) A significant instance of harassment, or continued harassment of another Local Executive Member.  
*(The standard of proof, even to begin such an inquiry, should be very high).*
- (c) Failure to attend two (2) consecutive Local Executive meetings without valid reasons satisfactory to the Local Executive.
- (d) A significant instance, or continued, gross or willful neglect of the duties of the office.
- (e) Unauthorized expenditures, signing of cheques, or misuse of organization funds.
- (f) Actions that bring the organization into disrepute.
- (g) Misrepresentation of the organization and its officers to outside persons.
- (h) Incapacity of the Member to continue serving on the Local Executive.
- (i) Failure to meet eligibility criteria to hold office.
- (j) Significant and/or continued failure to adhere to current NSTU Policies and Operational Procedures.

#### [2] Procedures

- (a) A complaint alleging that a Local Executive Member breached the aforementioned *Grounds for Reprimand, Suspension or Removal* may be made by:
  - i. The Local President
  - ii. A Local Executive Member  
(the "Complainant")

#### *Informal Resolution*

- (b) The Complainant shall, where possible, communicate promptly with the Local Executive Member complained against (the "Respondent") in order to resolve the complaint.
- (c) If possible, the Local President or First Vice President may attempt to resolve the complaint informally with possible assistance from the NSTU Executive Staff Officer.
- (d) Informal resolution may include, but is not limited to, an official resignation of the Respondent.

#### *Formal Resolution*

- (e) If the complaint cannot be resolved through the informal intervention of the Local President or First Vice President, the Complainant shall make the complaint in writing to the Local President, or First Vice President.
- (f) The Local President or First Vice President shall provide a copy of the complaint to the Respondent.
- (g) The Respondent shall be provided the opportunity to respond to the complaint in writing.
- (h) The Local Executive will investigate the complaint in closed session(s).
- (i) If the complaint is considered to be warranted so that it may result in a reprimand, suspension or removal from the Local Executive, the Local Executive will prepare a recommendation for reprimand, suspension or removal (the "Recommendation") and will refer the Recommendation to a vote.
- (j) The Recommendation shall include a clear statement of the complaint against the Respondent, the results of the investigation in the closed session(s), and the reasons for the recommendation. The Local President will provide the Recommendation to the Respondent.



**[3] Special Meeting**

- (a) A Special Meeting to vote on the Recommendation shall be called, and must occur, within thirty (30) days of the Recommendation being provided to the Respondent.
- (b) The Respondent shall be given at least ten (10) days' notice in writing of the date, time and location of the Special Meeting of the Local Executive called to consider the Recommendation.

***Special Meeting Vote***

- (c) The Respondent shall be given full opportunity to hear the Local President present the Recommendation to the Local Executive, and to be heard by the Local Executive.
- (d) A vote to reprimand, suspend or remove a Local Executive Member from the Local Executive will be conducted by secret ballot at the Local Executive Special Meeting.
- (e) The threshold of acceptance for the vote will be a majority of the eligible Members attending the meeting who cast a ballot. Spoiled ballots will not be counted.
- (f) If the motion passes, the Respondent will be informed at the Special Meeting whether they have been reprimanded, suspended or removed as a Local Executive Member.
- (g) In the event the vote results in the removal of the Respondent, the Respondent's former position shall be filled according to Article VIII.

## Article XII

### *Rules of Order*

- [1] For all parliamentary situations not provided for in legislation, By-Laws and Standing Orders, the Local shall be governed by Parliamentary Procedures as set forth by the Provincial Executive.

## Article XIII

### *Operational Procedures*

- [1] Operational Procedures may be established by a Local to address other duties and responsibilities of the following:
  - (a) the Local Executive;
  - (b) committees;
  - (c) NSTU Representatives; and
  - (d) other areas deemed necessary by the Local Executive.
- [2] A Local's Operational Procedures shall be adopted, amended, or rescinded by a majority of the votes cast by members present at a Special Meeting or General Meeting provided that written notice of motion to adopt, amend, or rescind has been sent to all NSTU Representatives or Alternate Representatives not less than ten (10) days prior to the meeting.
- [3] Local Operational Procedures shall not be inconsistent with NSTU By-Laws, Standing Orders, NSTU Operational Procedures or the Local Operational Procedures model approved by the Provincial Executive.
- [4] All Local Operational Procedures shall be filed with the NSTU.



## Article XIV *Amendments*

**NSTU Local**

**Constitution Model**

[1] A Local's Constitution may be amended by a two-thirds (2/3) majority of votes cast by the Members present at a General Meeting or Special Meeting convened for that purpose.

NSTU Regional

Representative Council  
Constitution Model

[2] Notice of proposed amendment(s) shall be given to Members ten (10) working days prior to the meeting.

Professional

Association Model  
Constitution

[3] Amendments to a Local's Constitution require ratification by the NSTU Provincial Executive at a scheduled meeting following approval by the Local's general membership.



# REGIONAL REPRESENTATIVE COUNCIL CONSTITUTION MODEL



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### Introductory Statement

The purpose of this document is to provide Regional Representative Councils with a model constitution for their convenience. Articles in the Model shall be followed as closely as possible by the individual RRCs, the Provincial Executive shall ratify individual RRC's Constitutions once approved at a meeting of the given RRC. This Model forms part of the NSTU Operational Procedures, as such the RRC has limited discretion in altering their individual Constitution beyond the variances allowed in this document.

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# B

# NSTU REGIONAL REPRESENTATIVE COUNCIL CONSTITUTION

## PREAMBLE

A Regional Representative Council shall be a committee of the NSTU, be under the control of the NSTU Council and its Executive, and have a Constitution which is not inconsistent with the NSTU's Constitution, Policy, or Operational Procedures. NSTU By-Laws Article V – Regional Governance and NSTU Operational Procedures 15 – Regional Representative Councils defines Regional Representative Councils governance structures and procedures.

## ARTICLE I

### *Name*

This committee shall be called the \_\_\_\_\_ Regional Representative Council (\_RRC) of the Nova Scotia Teachers Union, hereinafter may be referred to as the \_RRC.

## ARTICLE II

### *Mandate*

- [1] The mandate of the \_RRC within the geographic boundaries of the \_\_\_\_\_ Regional Centre for Educations (\_RCE) shall be to address NSTU Members' bargaining unit issues with the \_RCE.
- [2] The \_RRC shall carry out the responsibilities as set out in the *Teachers' Provincial Agreement*, and \_\_\_\_\_ *Regional Collective Agreement*, between the \_RCE and the NSTU.
- [3] The \_RRC shall follow the policies of the Council of the Union and the directives of the Provincial Executive of the Union. The \_RRC shall be accountable to the Provincial Executive.

## ARTICLE III

### *Membership*

- [1] The \_RRC Membership shall include the following from the \_\_\_\_\_ Locals:
  - (a) Local Presidents,
  - (b) Local First Vice-Presidents, and
  - (c) a maximum of two (2) additional Member(s) from each Local.

#### **Note:**

- Under [1] the participating Locals should be listed.
- Each participating Local is allowed to have the same number of individuals under [1], so each Local must have the same number of Member(s) under [1] (c).
- Once the RRC decides on how many individuals are required to fulfill the RRC's mandate under [1] (c) this number should be included in the Constitution. This number could be zero, in which case [1] (c) would not be needed in the Constitution.
- The RRC Chair & Vice-Chair, as well as the Grievance Chair, Article 60 Co-Chair, Management-Teacher Co-Chair, REWC Chair, and Treasurer and/or Secretary are chosen from amongst the individuals in [1] by NSTU By-Law V.



- [2] The \_RRC Membership shall include the following Regional Members:
- (a) \_RRC Chair and
  - (b) Provincial Executive Member(s) from the \_RRC.

## ARTICLE IV

### *Meetings*

- [1] The \_RRC shall meet regularly and at least a minimum of five (5) (#) times per school year at a location determined by the \_RRC Chair.
- [2] A schedule of regular meetings of the \_RRC shall be provided to the Membership by September 30<sup>th</sup> in each year.
- [3] Emergency meetings of the \_RRC shall be called as necessary by the \_RRC Chair.
- [4] A majority of the \_RRC Membership, as defined in Article III, shall constitute a quorum.
- [5] All Members of the \_RRC, as defined in Article III, shall have voting privileges on all matters related to the \_RRC.

## ARTICLE V

### *Committees*

- [1] Committees of the \_RRC are accountable to and shall report to the \_RRC.
- [2] All Committees of the \_RRC shall have a \_RRC member, as defined in Article III, [1] and [2] (a) above, as Chair.
- [3] Active and Reserve NSTU Members of participating Locals shall be eligible to serve on \_RRC Committees.
- [4] The \_RRC shall annually establish a Standing Committee called the Regional Economic Welfare Committee with Membership consisting of the First Vice-Presidents of participating Locals and other Members as determined by the \_RRC to a maximum of ten (10) Members.

- [5] **Note:** A method for determining the Chair of the Regional Economic Welfare Committee is needed in the RRC Constitution as stated in NSTU By-Law Article V – Regional Governance. The Chair must be a Member of the RRC as defined in Article III [1] or [2] (a) above. Possible methods:
- The Chair may be elected or appointed by the RRC annually;
  - The Chair may be elected by and from the members of the Committee as in [4] above; or
  - The Chair may be appointed by Local Office (a rotation of Local Presidents holding the office).

- [6] The \_RRC shall annually appoint Members to committees as stipulated in Regional and Provincial collective agreements. These Committees shall be:
  - (a) the Grievance Committee;
  - (b) the Management-Teacher Committee; and,
  - (c) the Professional Development Fund Committee.

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Constitution Model

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- [7] The \_RRC shall establish the Grievance Committee, a Standing Committee of the \_RRC, as outlined in the Regional Collective Agreement between the \_RCE and the NSTU, following the guidelines set out in the \_RRC's Operational Procedures.
- [8] **Note:** A method for determining the Chair of the Grievance Committee is needed in the RRC Constitution as stated in NSTU By-Law Article V – Regional Governance. The Chair must be a Member of the RRC as defined in Article III [1] or [2] (a) above. Possible methods:
- The Chair may be elected or appointed by the RRC annually;
  - The Chair may be elected by and from the members of the Committee as in [4] above; or
  - The Chair may be appointed by Local Office (a rotation of Local Presidents holding the office).
- [9] The \_RRC shall participate on the Management-Teacher Committee, a joint Union-Employer Committee, as outlined in the Regional Collective Agreement between the \_RCE and the NSTU, following the guidelines set out in the \_RRC's Operational Procedures.
- [10] **Note:** A method for determining the Co-Chair (the function and duties of the Chairs is outlined in Regional Agreements) of the Management-Teacher Committee is needed in the RRC Constitution. The Chair must be a Member of the RRC as defined in Article III [1] above. Possible methods:
- The Chair may be elected or appointed by the RRC annually or
  - The Chair may be appointed by Local Office (a rotation of Local Presidents holding the office).
- [11] The \_RRC shall participate on the Professional Development Fund Committee, a joint Union-Employer Committee, as outlined in the *Teachers Provincial Agreement*, following the guidelines set out in the \_RRC's Operational Procedures.
- [12] **Note:** A method for determining the Co-Chair (the function and duties of the Chairs is outlined in Regional Agreements) of the Professional Development Fund Committee is needed in the RRC Constitution as stated in NSTU By-Law Article V – Regional Governance. The Chair must be a Member of the RRC as defined in Article III [1] above. Possible methods:
- The Chair may be elected or appointed by the RRC annually or
  - The Chair may be appointed by Local Office (a rotation of Local Presidents holding the office).
- [13] From the membership of the REWC, the \_RRC shall establish a Regional Negotiating Team on an as needed basis following the guidelines set out in the \_RRC's Operational Procedures.
- [14] **Note:** A method for determining the Chair of the Regional Negotiating Team is needed in the RRC Constitution. The Chair must be a Member of the RRC as defined in Article III [1] above. Possible methods:
- The Chair may be the Chair of the REWC,
  - The Chair may be elected or appointed by the RRC, or
  - The Chair may be elected by and from the members of the Committee as in [4] above.

## **ARTICLE VI**

### *Elections/Appointments*

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**Note:**

NSTU By-Law Article V – Regional Governance mandates that RRC Constitutions set out a method for the determination of the following from amongst the membership of the RRC as defined in Article III [1] above:

- RRC Chair
- RRC Vice-Chair
- Secretary-Treasurer or individual Secretary and Treasurer

In this section each RRC should stipulate how the RRC wishes to determine each of these offices. Some Regions use elections, some Regions use a rotation of Local Presidents to serve in various capacities. A combination of elections and appointments based on Local Office can be used. A term of office for each of these positions is also appropriate in this section.

## **ARTICLE VII**

### *Finances*

- [1] The fiscal year shall be from August 1<sup>st</sup> to July 31<sup>st</sup>.
- [2] Funding for the \_RRC's activities is as outlined in NSTU Operational Procedures.
- [3] The three signing officers, duly bonded, for the disbursement of \_RRC funds shall be the following: Treasurer, \_RRC Chair, and one other member of the \_RRC as appointed by motion at a regular meeting of the \_RRC.
- [4] When attending to \_RRC business, members shall be reimbursed all expenses at the provincial NSTU rate.
- [5] The \_RRC shall submit to Central Office, by July 31<sup>st</sup> of each year, a budget for the ensuing school year.
- [6] \_RRC Members may receive honoraria as stipulated in the approved budget.
- [7] The financial records of the \_RRC shall be reviewed annually in accordance with guidelines provided by the Finance and Property Committee of the NSTU.
- [8] The \_RRC shall not assume any financial liability accounts (e.g. lines of credit, loans, credit cards).

## **ARTICLE VIII**

### *Accountability*

- [1] The \_RRC shall provide its participating Locals with a Report of Activities on an annual basis in June of each year.
- [2] The \_RRC shall provide NSTU Central Office and its participating Locals with financial records in accordance with procedures outlined by the Finance and Property Committee.

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- [3] Individuals in an elected or appointed leadership role, NSTU employees, and others acting on the organization's behalf have the obligation to avoid conflicts of interest; the perception of conflict of interest; and ensure that their activities and interests do not conflict with their responsibilities to the Nova Scotia Teachers Union.
- [4] \_RRC members are expected to fully attend as well as actively participate in all meetings of the \_RRC.
- [5] A member of the \_RRC who is absent from two (2) consecutive meetings of the \_RRC without reasons satisfactory to the \_RRC, shall have those absences reported to the affected participating Local by the Chair of the \_RRC.
- [6] \_RRC members are responsible to fairly represent \_RRC decisions when speaking on issues addressed by the \_RRC.

## ARTICLE IX

### *Rules of Order*

For all parliamentary situations not provided for in legislation, By-Laws, and Standing Orders, the \_RRC shall be governed by Parliamentary Procedures as set forth by the Council of the NSTU.

## ARTICLE X

### *Operational Procedures*

- [1] Operational Procedures must be established by the \_RRC to address duties and responsibilities of \_RRC's Officers and Committees as well as routine procedures as determined by the \_RRC.
- [2] The \_RRC's Operational Procedures shall be adopted, amended, or rescinded by a majority of the votes cast by Members present at a meeting of the \_RRC provided that written notice of motion to adopt, amend, or rescind has been sent to all \_RRC Members at least ten (10) days prior to the meeting.
- [3] The \_RRC's Operational Procedures shall not be inconsistent with NSTU By-Laws, Standing Orders, NSTU Operational Procedures, or the RRC Operational Procedures Model approved by the Provincial Executive.
- [4] The \_RRC's Operational Procedures shall be filed with the NSTU Central Office.

## ARTICLE XI

### *Amendments to the Constitution*

- [1] Amendments to the \_RRC Constitution require a two-thirds (2/3) majority vote at a regular meeting of the \_RRC.
- [2] Notice of proposed amendment(s) shall be given to \_RRC Members at least ten (10) days prior to the meeting.
- [3] Amendments to a \_RRC's Constitution require ratification by the Provincial Executive.

# B

# NOVA SCOTIA TEACHERS UNION



## [INSERT NAME OF PROFESSIONAL ASSOCIATION] CONSTITUTION

***Note:** This Model Constitution is provided as a template and should be followed as closely as possible. A Professional Association should modify this model to reflect the unique nature of the individual Association. Once adopted at a Professional Association's General Meeting, they must be ratified by the Provincial Executive before coming into force.*

Adopted by [insert PA name] Membership – Date?

Ratified by the Provincial Executive – Date?

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# CONSTITUTION

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# CONSTITUTION

## *Preamble*

NSTU Professional Associations are committees of the NSTU and as such shall have a Constitution which is not inconsistent with the NSTU’s Constitution, Policy, or Operational Procedures. NSTU By-Laws Article VI – Professional Association Governance and NSTU Operational Procedures 13 – Professional Associations defines the Professional Association governance structures and procedures.

## **Article I**

### *Name*

- [1] This committee shall be called the [insert name of the Professional Association] of the NSTU, hereinafter may be referred to as the “Professional Association” or the [insert acronym for the Professional Association].

## **Article II**

### *Mandate*

- [1] The mandate of the Professional Association shall be to encourage and assist Members in professional development activities in their respective fields.
- [2] The objectives of the Professional Association are to:
  - (a) improve professional practice by increasing Members’ knowledge and understanding;
  - (b) disseminate ideas, trends, and new developments;
  - (c) advocate interests of the Professional Association, consistent with NSTU Policy and practice; and,
  - (d) advise the Professional Association Coordination Committee on matters of specific interest to the Professional Association.

## **Article III**

### *Membership*

- [1] Membership in the Professional Association is open to Active, Reserve, and Associate Members of the NSTU, is voluntary, and is conditional on paying the Professional Association Membership Fee as set by the Membership at the Professional Association’s Annual General Meeting.
- [2] Substitute teachers wishing to become a Member of the Professional Association must be a Reserve Member of the NSTU.
- [3] University faculty or full-time education students wishing to become a Member of the Professional Association must be an Associate Member of the NSTU.
- [4] Non-members may attend the Professional Association’s events, including October Conference Day, by paying a non-member fee as set by the Professional Association’s Executive.



## Article IV *Executive*

- [1] Only Members of the Professional Association who are Active NSTU Members may serve as Executive Members of the Professional Association.

- [2] The Professional Association Executive shall include the following:  
(a) President

**NOTE:**

The Executive must include a President as outlined in NSTU By-Law. The Professional Association has the ability to have other Executive Members, the typical would be such Executive positions as:

- President
- Vice-President
- Treasurer
- Secretary

Depending on the size and complexity of the Professional Association, they may choose to have an extended Executive such as:

- President
- Vice-President – Conference
- Vice-President – Communications
- Treasurer
- Secretary
- Past President (in years where applicable), and
- Member(s)-at-Large.

It is also possible for an Association to combine positions, for example having a Secretary/Treasurer as opposed to having two individuals fulfill the duties of these two positions.

It is up to the Professional Association to decide on the Executive structure of the Association. All Executive positions should be listed in [2] following (a). Once the Professional Association Membership decides on their structure through adoption of a Constitution duly ratified by the Provincial Executive this should be the Executive structure for the Professional Association.

- [3] Executive Members are expected to fully attend as well as actively participate in all meetings of the Professional Association.
- [4] Executive Members are responsible to fairly represent decisions of the Executive when speaking on issues addressed by the Executive.

## Article V *Committees*

- [1] Only Members of the Professional Association who are Active or Reserve NSTU Members may serve on Committees of the Professional Association.

- [2] The Professional Association shall establish the following Standing Committees:  
(a) Communications  
(b) Conference  
(c) Finance  
(d) Nominating

**Note:**

The Professional Association is expected to have the four Standing Committees listed above. The Professional Association has the ability to have other Standing Committees as they deem appropriate based on their size and structure. If the Association wishes to have fewer than these four Standing Committees, the committees required to run the Association should be listed here. If the Association wishes to have other/more Standing Committees, they should be listed in [2] following (d).

It is important to note, depending on the size and complexity of the Professional Association, a Committee may be a single individual as Chair, for example, the Finance Committee may be just the Treasurer of the Association.

It is also understood that some Professional Associations do much of their work at the Executive level, with a blurring of lines between an individual Committee and the Executive. In such instances, it is still important to have an individual Executive Member as chair in name.

- [3] The Executive shall appoint members to each Standing Committee on an annual basis.
- [4] The term of office on a Standing Committee will be for two (2) years from the conclusion of the Professional Association's October Conference to the conclusion of the Conference two (2) years henceforth. There are no term limits for serving on Standing Committees.
- [5] The Executive may appoint ad hoc committees as circumstances dictate.
- [6] Standing Committees of the Professional Association shall be Chaired by an Executive Member of the Professional Association.
- [7] The Treasurer shall chair the Finance Committee.

## Article VI

### *Meetings*

- [1] **Annual General Meeting**
  - (a) There shall be an Annual General Meeting of the Professional Association for:
    - (i) receipt of annual reports;
    - (ii) presentation of the audited financial statement from the previous fiscal year;
    - (iii) approval of the budget for the upcoming fiscal year;
    - (iv) election of officers for the upcoming year; and,
    - (v) consideration of NSTU Annual Council Resolutions.
  - (b) Quorum for a general meeting shall be 5% of the Membership excluding the members of the Executive.
  - (c) Only Members of the Professional Association who are Active or Reserve NSTU Members have the right to vote and to move or second motions at General Meetings of the Association.
- [2] **Executive Meetings**
  - (a) Executive meetings shall take place a minimum of three (3) times per year at a location and time of the President's choosing.
  - (b) Quorum for an Executive Meeting shall be a majority the Executive.

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- [3] **Special Meetings**
- (a) In the event of an emergency or other need, a special meeting shall be called by the Executive.
  - (b) A special general meeting shall be called by the Executive upon the written request of five percent (5%) of the Association's Membership. Five (5) working days notice of such a meeting shall be given to the general membership.
  - (c) A special meeting shall consider only the business specified in the notice calling such a meeting.

**Article VII**  
***Annual Council***

- [1] The Professional Association is entitled to one (1) Voting Delegate at Annual Council.
- [2] The Voting Delegate will be the President of the Professional Association or a designate selected from and by the Executive.

**Article VII**  
***Elections/Voting Privileges***

- [1] Only Members of the Professional Association who are Active or Reserve NSTU Members have the right to vote in elections of the Professional Association.
- [2] Only Members of the Professional Association who are Active NSTU Members have the right to hold office on the Executive of the Professional Association.
- [3] The Professional Association Executive shall be elected by secret ballot at the Annual General Meeting.
- [4] The term of office for Professional Association Executive Members shall be two (2) years from the conclusion of the Professional Association's October Conference to the conclusion of the Conference two (2) years henceforth.
- [5] Any Executive position shall be held by the same individual for a maximum of two (2) consecutive terms.
- [6] Notwithstanding [3], [4], and [5], the Past President shall serve a one (1) year, non-renewable term of office immediately following the Presidency.

**Note:**

If the Professional Association chooses not to have a Past President as a member of the Executive than [6] above can be omitted and the rest of this Article renumbered.

- [7] Should any Executive position remain vacant following elections at the Annual General Meeting, the Nominating Committee shall seek nominations for the position and conduct an election.
- [8] In the event that the President cannot complete a term of office, the Vice-President shall assume the duties of the President in the interim. The Nominating Committee shall seek nominations for the position and conduct a by-election. The term of office for this position shall be until the completion of the vacated term of office.



**Note:**

For Associations that have more than one Vice-President based on specific roles the VP to take over in the absence of the President needs to either be specified here or a method to determine which one takes over specified here.

For example one of the following to replace "... the Vice-President shall assume the duties ...":  
"... the Vice-President – Conference shall assume the duties ..."

OR

"... the Vice-President – Communications shall assume the duties ..."

OR

"... the Executive shall appoint a member of the Executive to assume the duties ..."

- [9] In the event that an Executive member other than the President cannot complete a term of office, the Nominating Committee shall seek nominations for the position and conduct a by-election. The term of office for this position shall be until the completion of the vacated term of office.

## Article IX

### *Finances*

- [1] The fiscal year shall be from August 1<sup>st</sup> to July 31<sup>st</sup>.
- [2] A minimum of three (3) signing authorizers shall be bonded for the disbursement of Professional Association funds and other banking purposes.
- [3] Only Members of the Executive may be signing authorizers, the Treasurer must be a signing authorizer, plus other Executive Members as chosen by the Executive.
- [4] The Executive may make expenditures up to five percent (5%) of the Professional Association's budget, to a maximum of three thousand dollars (\$3,000), without prior approval of the general membership.
- [5] When attending meetings on Professional Association business, individuals shall be reimbursed according to NSTU expense guidelines.
- [6] The financial records of the Professional Association shall be subjected to an annual internal review by the NSTU in accordance with guidelines provided by the Finance and Property Committee of the NSTU.
- [7] The Professional Association shall not assume any financial liability accounts (e.g. lines of credit, loans, credit cards).

## Article X

### *Reprimand, Suspension, or Removal from Executive*

**Preamble**

Removing an Executive Member is a very serious action and should never be approached lightly. Due process and current NSTU policies must always be followed.

## APPENDIX C

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### [1] **Grounds for Reprimand, Suspension, or Removal**

A Member of the Executive may be reprimanded, suspended, or removed from office for reasons such as:

- (a) Disruption of any meeting to the extent that business cannot be conducted in an orderly fashion.  
(This is not to be considered the same as strenuous, spirited debate and such provision should never be used to stifle debate).
- (b) A significant instance of harassment, or continued harassment of another Executive Member.  
(The standard of proof, even to begin such an inquiry, should be very high).
- (c) Failure to attend two (2) consecutive Executive meetings without valid reasons satisfactory to the Executive.
- (d) A significant instance, or continued, gross or willful neglect of the duties of the office.
- (e) Unauthorized expenditures or misuse of organization funds.
- (f) Actions that bring the organization into disrepute.
- (g) Misrepresentation of the organization and its officers to outside persons.
- (h) Incapacity of the Member to continue serving on the Executive.
- (i) Failure to meet eligibility criteria to hold office.
- (j) Significant and/or continued failure to adhere to current NSTU Policies and Operational Procedures.

### [2] **Procedures**

- (a) A complaint alleging that an Executive Member breached the aforementioned Grounds for Reprimand, Suspension, or Removal may be made by:
  - (i) The President
  - (ii) An Executive Member  
(the "Complainant")

#### **Informal Resolution**

- (b) The Complainant shall, where possible, communicate promptly with the Executive Member complained against (the "Respondent") in order to resolve the complaint.
- (c) If possible, the President or Vice President may attempt to resolve the complaint informally with possible assistance from the NSTU Executive Staff Officer.
- (d) Informal resolution may include, but is not limited to, an official resignation of the Respondent.

#### **Formal Resolution**

- (e) If the complaint cannot be resolved through the informal intervention of the President or Vice President, the Complainant shall make the complaint in writing to the President or Vice President.
- (f) The President or Vice President shall provide a copy of the complaint to the Respondent.
- (g) The Respondent shall be provided the opportunity to respond to the complaint in writing.
- (h) The Executive will investigate the complaint in closed session(s).
- (i) If the complaint is considered to be warranted so that it may result in a reprimand, suspension, or removal from the Executive, the Executive will prepare a recommendation for reprimand, suspension, or removal (the "Recommendation") and will refer the Recommendation to a vote.
- (j) The Recommendation shall include a clear statement of the complaint against the Respondent, the results of the investigation in the closed session(s), and the reasons for the recommendation. The President will provide the Recommendation to the Respondent.

### [3] **Special Meeting**

- (a) A Special Meeting to vote on the Recommendation shall be called, and must occur, within thirty (30) days of the Recommendation being provided to the Respondent.
- (b) The Respondent shall be given at least ten (10) days' notice in writing of the date, time, and location of the Special Meeting of the Executive called to consider the Recommendation.

C



**Special Meeting Vote**

- (c) The Respondent shall be given full opportunity to hear the President present the Recommendation to the Executive, and to be heard by the Executive.
- (d) A vote to reprimand, suspend, or remove an Executive Member from the Executive will be conducted by secret ballot at the Executive Special Meeting.
- (e) The threshold of acceptance for the vote will be a majority of the eligible Members attending the meeting who cast a ballot. Spoiled ballots will not be counted.
- (f) If the motion passes, the Respondent will be informed at the Special Meeting whether they have been reprimanded, suspended, or removed as an Executive Member.
- (g) In the event the vote results in the removal of the Respondent, the Respondent's former position shall be filled according to Article VII.

## Article XI

### *Rules of Order*

- [1] For all parliamentary situations not provided for in legislation, By-Laws and Standing Orders, the Professional Association shall be governed by Parliamentary Procedures as set forth by the Provincial Executive.

## Article XII

### *Operational Procedures*

- [1] The Professional Association shall establish Operational Procedures to address such matters as the following:
  - (a) duties of the Executive;
  - (b) duties of committees; and,
  - (c) other procedures as deemed necessary by the Professional Association.
- [2] The Professional Association Operational Procedures shall be adopted, amended, or rescinded by a majority of the votes cast by members present at a General Meeting provided that written notice of motion to adopt, amend, or rescind has been sent to all Members not less than ten (10) days prior to the meeting.
- [3] The Professional Association Operational Procedures shall not be inconsistent with NSTU By-Laws, Standing Orders, NSTU Operational Procedures, or the Professional Association Operational Procedures Model approved by the Provincial Executive.
- [4] Once approved, the Professional Association Operational Procedures shall be filed with the NSTU.

## Article XIII

### *Amendments*

- [1] This Constitution may be amended by a two-thirds (2/3) majority of votes cast by the Members present at a General Meeting of the Association.
- [2] Notice of proposed amendment(s) shall be given to Members at least ten (10) working days prior to the meeting.
- [3] Amendments to this Constitution require ratification by the NSTU Provincial Executive at a scheduled meeting following approval by the Members at a General Meeting.

**APPENDIX C**

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C



# NOVA SCOTIA TEACHERS UNION

# CODE OF ETHICS

## **C. Member and Administration**

- I. The Member should maintain a reasonable and professional level of support to internal administration of the school/educational site and regional office.

## **D. Member and Professional Organization**

- I. The Member who in their professional capacity is a Member of a committee, board, or authority dealing with matters affecting the educational program of Nova Scotia as a whole should be elected, appointed, or approved by the Nova Scotia Teachers Union.
- II. The Member, or group of Members, should not take any individual action in matters which should be dealt with by their Local, Regional Representative Council, or by the NSTU.
- III. The Local or Regional Representative Council should not take any individual action in matters where the assistance of the NSTU has been sought, or in matters requiring the authorization of the NSTU.

## **E. Member and Profession**

- I. The Member's conduct should advance and promote the teaching profession and the cause of education in the province.
- II. The Member should maintain their professional learning which will keep them abreast of the trends in education.
- III. The Member should engage in no gainful employment, outside of the contract, where the employment affects adversely their professional status, or impairs their standing with pupils, colleagues, and the community.

## **F. Member and Community**

- I. The Member should so conduct themselves in their private life that no dishonour may befall them or through them to the profession.



In the event of any discrepancy between this document and the original, the original shall prevail.

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