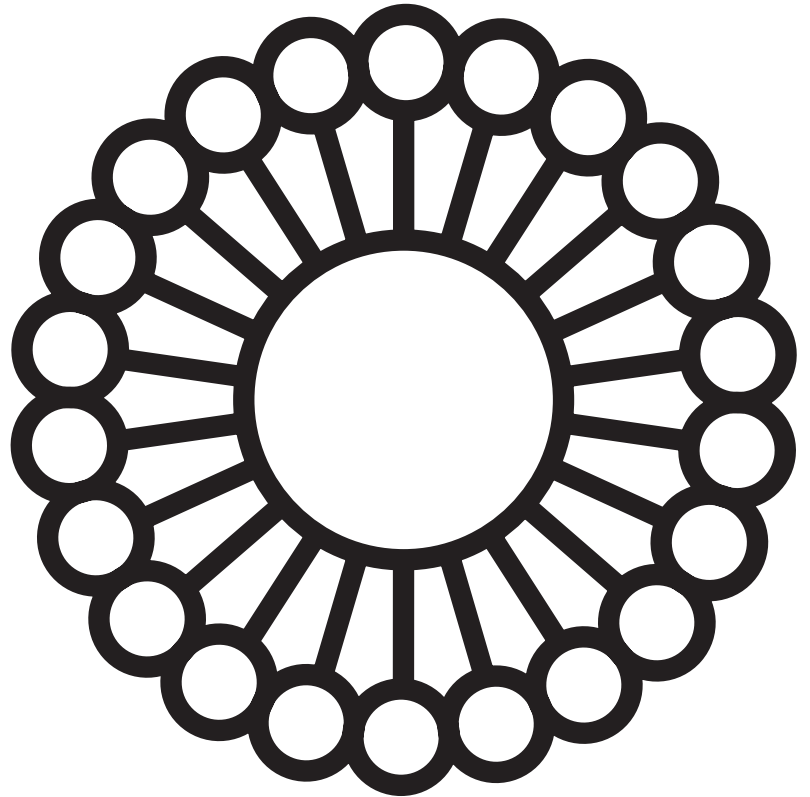




NSTU



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LOCAL & REGIONAL  
REPRESENTATIVE  
COUNCIL HANDBOOK



# CONTENTS

I.	Nova Scotia Teachers Union Initial Meeting.....	2
II.	Constitutional Framework of the Nova Scotia Teachers Union.....	3
III.	Constitutional Framework of the Provincial Executive .....	4
IV.	Contractual Framework of the Nova Scotia Teachers Union.....	5
V.	Important Contact Information .....	6
VI.	School Calendar 2025 – 2026 .....	7
VII.	Calendar Cues for Local Leaders .....	8
VIII.	List of NSTU Committees.....	9
IX.	Staff Organizational Chart.....	10
X.	NSTU Internal Administration Organizational Chart.....	11
XI.	NSTU Staff 2025 – 2026.....	12
XII.	Executive Staff Officer Assignment to Locals and Regions 2025 – 2026.....	13
XIII.	Provincial Executive 2025 – 2026 .....	14
XIV.	Local Presidents 2025 – 2026.....	15
XV.	Regional Representative Council Chairs 2025 – 2026.....	15
XVI.	By-Law Article IV – Local Governance.....	16
XVII.	By-Law Article V – Regional Governance.....	16
XVIII.	Operational Procedure 11 – NSTU Locals.....	17
XIX.	Operational Procedure 16 – Regional Representative Council .....	25
XX.	Local and Regional Model Constitutions and Operational Procedures .....	25
XXI.	Provincial Executive Role at the Local and Regional Level.....	26
XXII.	Membership Registry .....	26
XXIII.	Communicating With Media for Local and Regional Leaders .....	27
XXIV.	NSTU Professional Learning Workshops and Presentations .....	27
XXV.	Documents a Local/Regional Leader Should Have .....	28
XXVI.	Frequently Asked Questions.....	29

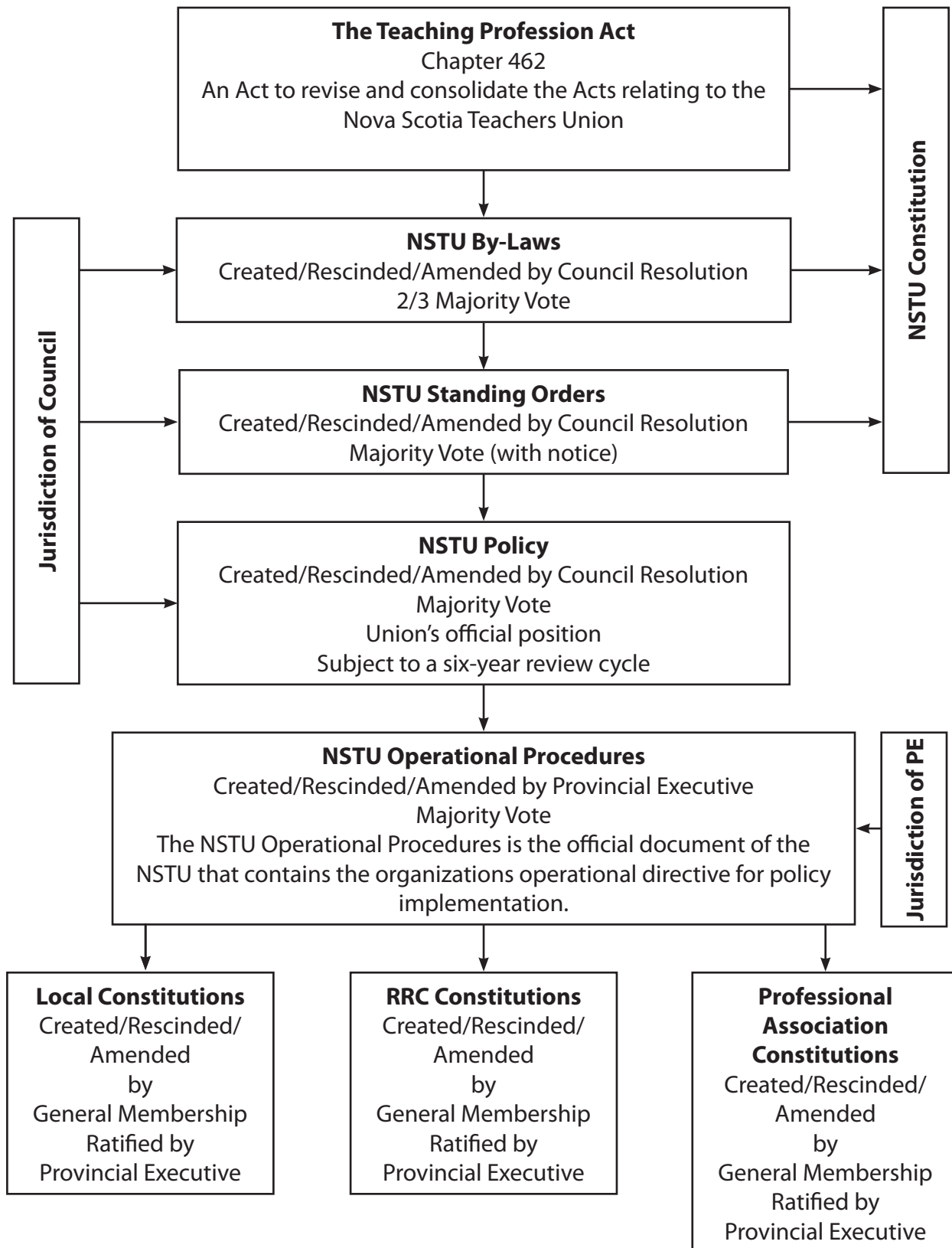


## *Nova Scotia Teachers Union* **Initial Meeting – 1896**

THE FIRST FIVE OBJECTS OF THE CONSTITUTION WERE:

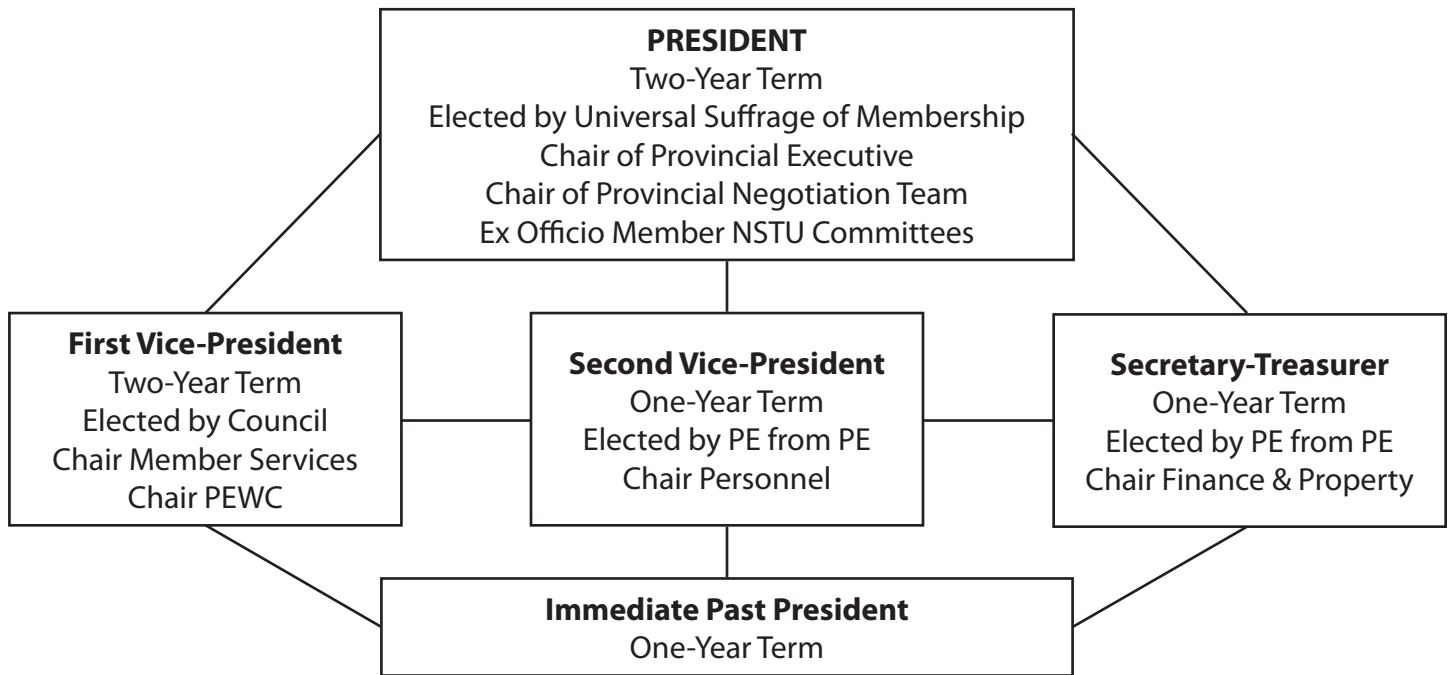
1. *To elevate and unify the teaching profession in Nova Scotia;*
2. *To bring the claims of the profession before the public and legislature of Nova Scotia as occasion may require;*
3. *To watch the educational outlook and trends of thought in other parts of the world with a view to keeping the profession in Nova Scotia abreast of the times;*
4. *To endeavour to advance salaries by increasing the capability of the teachers and improving the quality of the work;*
5. *To protect teachers, who through errors in agreements or otherwise, are in danger of being defrauded by unscrupulous employers.*

## II. CONSTITUTIONAL FRAMEWORK OF THE NOVA SCOTIA TEACHERS UNION



### III. CONSTITUTIONAL FRAMEWORK OF THE PROVINCIAL EXECUTIVE

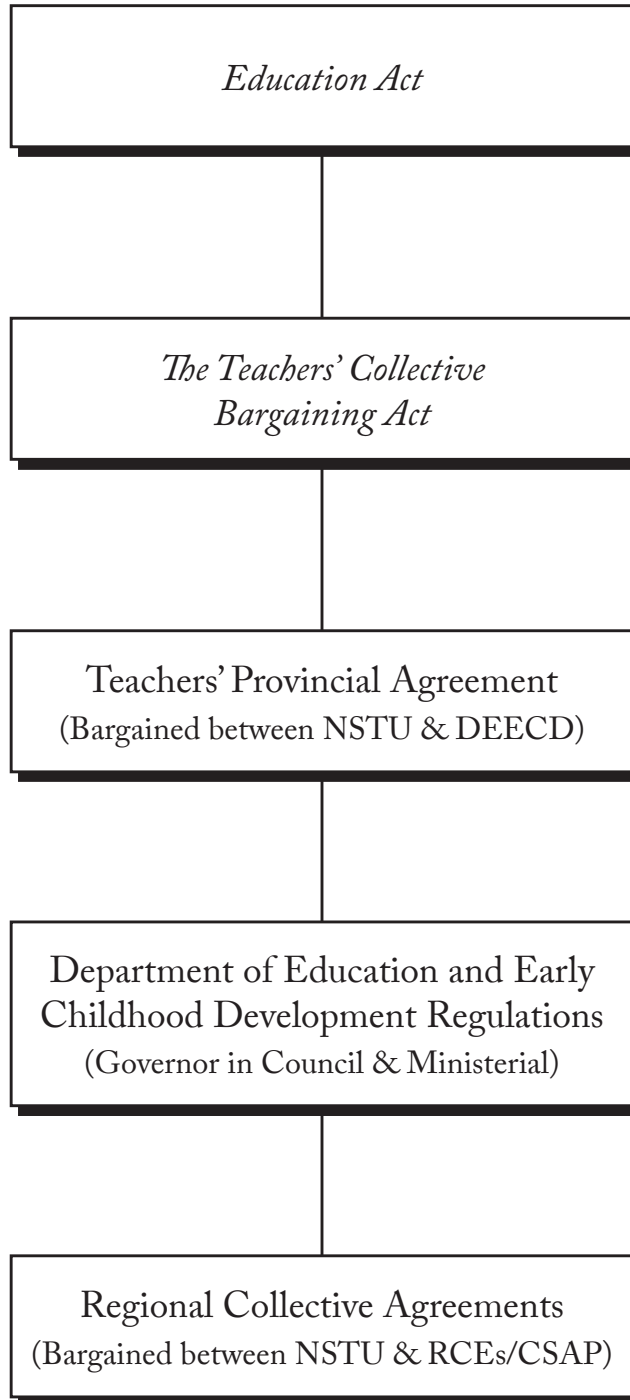
#### TABLE OFFICERS



#### REGIONAL PROVINCIAL EXECUTIVE MEMBERS

<b>21 Regional Members</b>	
Two-Year Term	
Elected by Universal Suffrage from membership within the region	
Regions and Number from Regions as follows:	
Annapolis-Hants West-Kings	2 members
Antigonish-Guysborough	1 member
APSEA	1 member
Cape Breton Industrial	2 members
Colchester-East Hants	1 member
CSANE	2 members
Cumberland	1 member
Dartmouth	1 member
Digby-Shelburne-Yarmouth	2 members
Halifax City	2 members
Halifax County	2 members
Inverness-Richmond	1 member
Lunenburg County-Queens	1 member
Northside-Victoria	1 member
Pictou	1 member

## PUBLIC SCHOOLS



## V. IMPORTANT CONTACT INFORMATION

---

### **Nova Scotia Teachers Union**

Telephone (Central Office)..... 902-477-5621  
Toll Free ..... 1-800-565-6788  
Fax..... 902-477-3517  
E-mail ..... nstu@nstu.ca  
Website: ..... www.nstu.ca

### **Teachers Plus Credit Union (TPCU)**

Telephone ..... 1-800-477-5664  
Toll Free ..... 1-800-565-3103  
E-mail ..... info@teachersplus.ca  
Website..... www.teachersplus.ca

### **belairdirect (Benefits and Insurance)**

Telephone ..... 1-800-453-9543  
Fax..... 902-455-8539  
Members-only Website: ..... www.johnson.ca

### **Department of Education & Early Childhood Development**

Inquiries ..... 902-424-5168  
Minister ..... 902-424-4236  
Registrar Teachers' Certification..... 902-424-6620  
Finance..... 902-424-5698

### **NS Pension**

Local..... 902-424-5070  
Toll Free ..... 1-800-774-5070  
E-mail ..... info@nspension.ca  
Website..... www.nstpp.ca

### **Medavie/Blue Cross**

Info Line ..... 1-800-667-4511

*Names and contact information of current Provincial Executive may be found in your Member Diary.*

## VI. SCHOOL CALENDAR 2025 – 2026

### 2025

September 1	Labour Day (Holiday)
September 3	School begins
September 12-13	NSTU Provincial Executive
September 19	NSTU Local Presidents/RRC Chairs Conference
September 30	Truth and Reconciliation Day (Holiday)
October 1	Deadline for applications: John Huntley Memorial Internship Program
October 1	Deadline: Applications for PDAF
October 1	Deadline: Applications for Conference Grants
October 5	World Teachers' Day
October 6	Member Engagement Day
October 13	Thanksgiving Day (Holiday)
October 17-18	NSTU Provincial Executive
October 24	NSTU Professional Association Conference Day
October 27-31	Media Literacy Week
November 11	Remembrance Day (Holiday)
November 13-14	John Huntley Interns at NSTU
November 14	Deadline: Sheonoroil – Fall Call for Proposals
November 28-29	Professional Associations Leaders Conference
December 1	Deadline: Applications for PDAF
December 1	Membership numbers for Council Delegate allocation
December 3	Deadline: Applications for Education Research Award
December 5	Deadline for submissions: Resolutions for Council 2026
December 5-6	NSTU Provincial Executive
December 22	Last Day of School before Christmas Break
December 25	Christmas Day (Holiday)
December 26	Boxing Day (Holiday)
December 31	Deadline for applications: Early Retirement Incentive Plan (If retiring at the end of the school year.) For more information please see Teachers' Provincial Agreement.

### 2026

January 1	New Year's Day (Holiday)
January 5	School resumes
January 15	Deadline for applications: In-Province Teacher Exchange
January 15-16	NSTU Provincial Executive
February 1	Deadline: Applications for PDAF
February 1	Deadline for applications: John Huntley Memorial Internship Program
February 16	Heritage Day (Holiday)
February 26-27	NSTU Provincial Executive
March 16-20	Spring Break
March 26-27	John Huntley Interns at NSTU
March 27-28	Member Services Conference
March 30	Membership numbers for Local rebate
April 1	Deadline: Applications for PDAF
April 1	Deadline for applications: John Huntley Memorial Internship Program
April 3	Good Friday (Holiday)
April 6	Easter Monday (Holiday)
April 8	Deadline: Applications for NSTU Full Time Study Grants
April 9	NSTU Provincial Executive
April 10	Deadline: Sheonoroil – Spring Call for Proposals
April 10-11	NSTU Local Presidents Conference
April 14	Pre-Council Voting Opens 8:00 am
April 14-20	Education Week (Ceremony – April 15)
April 17-18	Status of Women Conference
April 28	Pre-Council Voting Closes at noon
April 30	Deadline for applications: Deferred Salary Leave Plan
May 1-3	NSTU Annual Council
May 7-8	John Huntley Interns at NSTU
May 18	Victoria Day (Holiday)
June 1	Deadline: Applications for PDAF
June 5-6	NSTU Provincial Executive
June 30	Last Day of School
July 1	Canada Day
July 20-31	NSTU Building Shutdown (inclusive)
August 1	Deadline: Applications for PDAF
September 1	School begins
September 7	Labour Day (Holiday)
September 11-12	NSTU Provincial Executive
September 18	NSTU Local Presidents/RRC Chairs Conference
September 30	Truth and Reconciliation Day (Holiday)

*Dates and events are subject to change.*

## VII. CALENDAR CUES FOR LOCAL LEADERS

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### **August:**

Schedule Local meeting dates (General and Executive), send to educational sites for posting, send to NSTU Central Office.

Assign Local Executive liaisons to NSTU Conferences.

Plan event for New Members for early in the school year.

Contact NSTU Central Office to schedule a media/presidential tour of schools.

Inform the NSTU President of important Local events (Rep Retreats, retirement functions, etc.).

### **September:**

Update Membership Registry.

Remind NSTU Reps to advise New Members regarding deadlines for health/dental insurance coverage.

Plan to attend Local Presidents/RRC Chairs Conference.

Plan for Member Engagement Day.

### **October:**

Remind new member regarding the deadline to submit Johnson forms by October 15<sup>th</sup>.

Remind members, that if they are retiring this year and wish to receive an ERIP, they must apply by December 31<sup>st</sup>.

Submit to NSTU Central Office information required to conduct the Local financial review by October 31<sup>st</sup>.

### **November:**

Prepare Resolutions to Annual Council.

Local Rebate paid by November 30<sup>th</sup>.

### **December:**

Membership Registry, as of the first Monday in December, is used to determine number of Local Annual Council Delegates.

Resolutions to Annual Council to be sent to NSTU Central Office by first Friday in December and must be accompanied by the draft minutes of the general meeting where they were adopted.

### **January:**

Early January, information circulated to Locals regarding on-line Annual Council Registration, noting deadlines.

### **February:**

Submit to NSTU Central Office the names of Local Voting and Alternate Delegates to Annual Council by end of February.

Submit letter of recommendation for Local Service Award Recipients to Provincial Executive through the NSTU President.

### **March:**

Deadline for Annual Council Registration is the first week of March.

Membership Registry, as of the last Monday in March, is used for Local Rebate purposes.

### **April:**

Send round table discussion items into NSTU Central Office for Local Presidents/RRC Chairs Conference.

Prepare an Annual Summary of Activities for Local Presidents/RRC Chairs Conference.

Council Nomination Forms submitted to NSTU Central Office by early April.

Pre-Council Vote starts in mid-April.

Annual Council Workbook is circulated during the second week of April.

### **May:**

Choose delegate for CONTACT.

Local Rebate paid by May 31<sup>st</sup>.

### **June:**

Select Local delegates for the Annual Leadership Skills Development Institute.

Submit Local Executive membership to NSTU Central Office.

### **July:**

Submit to NSTU Central Office the Local Budget for the ensuing school year by July 31<sup>st</sup>.

## VIII. LIST OF NSTU COMMITTEES

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

### **STANDING COMMITTEES OF THE PROVINCIAL EXECUTIVE**

#### **ADMINISTRATIVE COMMITTEES**

- Finance and Property Committee
- Governance and Policy Committee (Executive)
- Nominating Committee (Executive)
- Personnel Committee (Executive)

#### **PROGRAM COMMITTEES**

- Comité de programmation acadienne
- Curriculum Committee
- Equity Committee
- Member Services, Health & Safety, and Working Conditions Committee
- Political Action and Public Relations Committee
- Professional Development Committee
- Status of Women Committee
- Substitute Teacher Committee

#### **COORDINATING COMMITTEE**

- Professional Associations  
Coordination Committee

### **COMMITTEES OF COUNCIL**

- Annual Council Elections Committee
- Steering Committee
- Resolutions Committee

### **STATUTORY, QUASI-STATUTORY, AND CONTRACTUAL COMMITTEES OF THE NSTU**

#### **FROM THE TEACHING PROFESSION ACT**

- Professional Committee
- Discipline Committee

#### **FROM THE TEACHERS' PENSION ACT**

- Pension Appeals Committee

#### **FROM THE TEACHERS' PROVINCIAL AGREEMENT**

- Distributed Learning Committee
- Program Development Assistance Fund Committee

### **BOARDS, FOUNDATIONS, AND TRUSTS OF THE NSTU**

- NSTU Group Insurance Trustees
- Nova Scotia Teachers' Pension Plan Trustee Inc. – Board of Directors
- Sheonoroil Foundation – Board of Directors (Trustees)
- Teachers' Pension Board

### **BARGAINING COMMITTEES**

- Provincial Economic Welfare Committee
- Provincial Negotiating Team

## IX. STAFF ORGANIZATIONAL CHART

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### Administration

Executive Director  
Assistant Executive Director  
Financial Officer  
Human Resources Officer  
In-House Legal  
Support Staff

### Technology Services

Executive Staff Officers

- Electronic Database
- Member Registry
- Webmail
- Webmaster

Support Staff

### Member Services

Executive Staff Officers

- Certification
- Deferred Leave
- EI/Maternity/Parental Leave
- Grievances/Arbitrations
- Group Insurance Services
- Legal Services
- Negotiations Services
- Occupational Health & Safety
- Pension Services
- Term/Substitute Teachers

Support Staff

### Professional Learning Programs

Executive Staff Officers

- Awards, Fellowships, & Grants
- Curriculum Services
- Equity Programs
- Governance & Policy
- John Huntley Memorial Internship Program
- Leadership Development
- Outreach Programs
- Professional Associations
- Research Services
- Resolutions Processes

Support Staff

### Member Assistance Program (MAP)

Counsellors / EIP Case Coordinators  
/ Registered Nurse

- Counselling Services
- Early Intervention Program
- MAP Navigation Assistance
- Manulife – Employee and Family Assistance Plan (EFAP)
- CAREpath™
- Independent Psychological Consultation

Support Staff

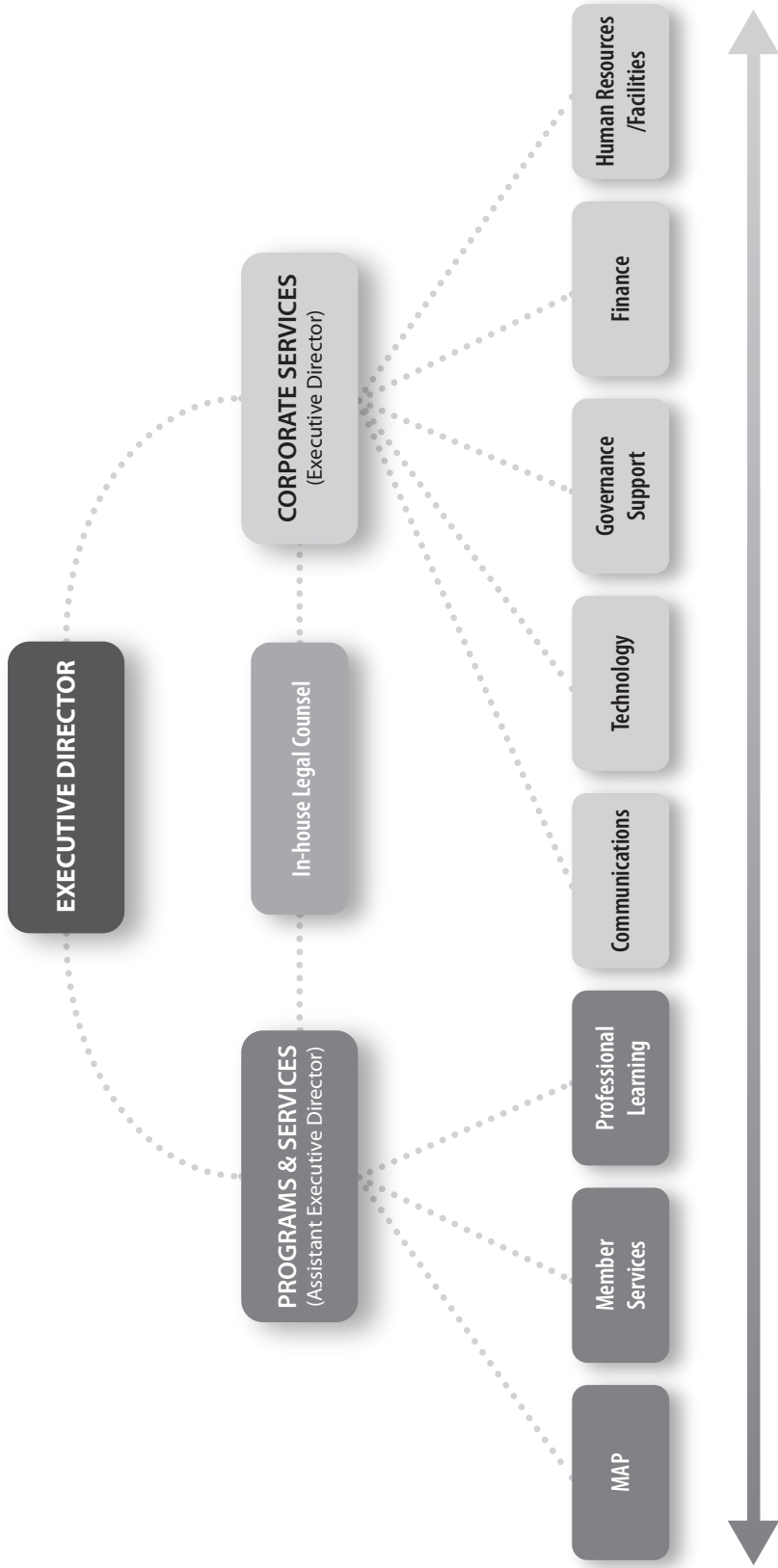
### Public Affairs/ Public Relations/ Communications Programs

Professional Services Staff

- Communications
- Political Action
- Public Affairs
- Public Relations
- *The Teacher*

Support Staff

# X. NSTU INTERNAL ADMINISTRATION ORGANIZATIONAL CHART



## Executive Staff

**Bethany MacLeod**

*Executive Director*

**Janine Kerr**

*Assistant Executive Director*

**Paul Boudreau**

*Member Services*

**Wally Fiander**

*Member Services*

**Kent Fraser**

*Member Services*

*(Term contract until July 31, 2026)*

**Pamela Langille**

*Professional Learning*

**Jack MacLeod**

*Member Services*

**Tim MacLeod**

*Member Services*

*(Term contract until July 31, 2026)*

**Kyle Marryatt**

*Member Services*

**Amanda O'Regan-Marchand**

*Professional Learning*

**Jeff Morse**

*Member Services*

**Louis Robitaille**

*Research, Policy, & Governance*

**Stacy Samson**

*Member Services*

**Elizabeth Thomas**

*Member Services*

**Simon Wilkin**

*Member Services*

**Wendie Wilson**

*Professional Learning*

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## Legal Counsel

**Leah Kutcher**

*In-House Legal Counsel*

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## Professional Services Staff

**Mark Laventure**

*Communications &  
Public Affairs Officer*

**Brad McIsaac**

*Systems Administrator*

**Nancy Morton**

*Human Resources Officer*

**Angela Murray**

*Communications & Public  
Relations Coordinator*

**Melanie Waye**

*Financial Officer*

## Member Assistance Program (MAP) Staff

**Hilary Brousseau**

*EIP Case Coordinator*

**Maya Fallows**

*EIP Case Coordinator*

**Amy Mahoney**

*Counsellor,  
Counselling Services*

**Sandra Murray**

*Counsellor,  
Counselling Services*

**Anna Ordinelli**

*Registered Nurse*

**Leticia Richer**

*EIP Case Coordinator*

**Brian Roberts**

*Counsellor,  
Counselling Services*

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## Support Staff

*Conrad Aucoin, Jon Beram,  
Nancy Day, Lisa Ferguson,  
Paul Hamer, Harmanpreet Kaur,  
Shelly Landry, Robert Laushway,  
Marie MacInnis,  
Janice MacKenzie, Lise Meunier,  
Marie Therese Murphy,  
Michelle Myers, Wassim Obeid,  
Steve Sheppard, Karen Staples,  
and Nicole Wells.*

## XII. EXECUTIVE STAFF OFFICER ASSIGNMENT TO LOCALS AND REGIONS 2025 – 2026

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### **Local.....Executive Staff Officer Contact**

Annapolis .....	Kyle Marryatt
Antigonish.....	Jeff Morse
APSEA .....	Pam Langille
Cape Breton District .....	Simon Wilkin
Colchester-East Hants .....	TBA
CSANE .....	Jeff Morse
Cumberland .....	TBA
Dartmouth .....	Tim MacLeod
Digby .....	Elizabeth Thomas
Guysborough County.....	Jeff Morse
Halifax City.....	Jack MacLeod
Halifax County .....	Wally Fiander
Hants West.....	Kyle Marryatt
Inverness .....	Jeff Morse
Kings.....	Kyle Marryatt
Lunenburg County.....	Elizabeth Thomas
Northside-Victoria .....	Simon Wilkin
Pictou.....	TBA
Queens .....	Elizabeth Thomas
Richmond .....	Jeff Morse
Shelburne County .....	Elizabeth Thomas
Yarmouth .....	Elizabeth Thomas

### **Regional Representative Council .....Executive Staff Officer Contact**

Annapolis Valley .....	Kyle Marryatt
Cape Breton-Victoria .....	Simon Wilkin
Chignecto Central.....	TBA
Halifax .....	Tim MacLeod
South Shore .....	Elizabeth Thomas
Strait .....	Jeff Morse
Tri-County .....	Elizabeth Thomas

### XIII. PROVINCIAL EXECUTIVE 2025 – 2026

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	<b>OfficeHeld / Region</b>	<b>Email</b>
Peter Day	President	president@nstu.ca
Jo-Leigh MacPhee	First Vice-President	jdmacpheenstu@gmail.com
Sarah Tutty	Second Vice-President (Lunenburg-Queens)	sarahtuttynstu@gmail.com
Taunya Pynn Crowe	Secretary-Treasurer (Colchester-East Hants)	tpc.nstu@gmail.com
Jemita Buchanan	Annapolis-Hants West-King	jembuchanannstu@gmail.com
Melissa Deveau	Annapolis-Hants West-Kings	mdeveaunstu@gmail.com
Janet O'Brien	Antigonish-Guysborough	jdobrien.nstu@gmail.com
Andrew McCara	APSEA	andrewmccara25@gmail.com
Rachelle MacIsaac	Cape Breton District	drmacisaac.nstu@gmail.com
Peter Murphy	Cape Breton District	peterdmurphy1976@gmail.com
Sue Larivière-Jenkins	CSANE	ljsusan3@gmail.com
Line Murphy	CSANE	Lila72.nstu@gmail.com
Lindsay Crossman Wheaton	Cumberland	cumberlandpe@nstu.ca
Mark Savoury	Dartmouth	marksavoury.nstu@gmail.com
Chad Warren	Digby-Shelbourne-Yarmouth	chadwarren1982@hotmail.com
Vera Ryan	Digby-Shelburne-Yarmouth	vera.ryan4444@gmail.com
Ben Sichel	Halifax City	bsichel@gmail.com
Angela Ewing	Halifax County	angelaclark@eastlink.ca
Grant Frost	Halifax County	Ggfrost.nstu@gmail.com
Paula Landry	Inverness-Richmond	pllandry.nstu@gmail.com
Kim Dunning	Northside-Victoria	kimdunningnstu@gmail.com
Doug Read	Pictou	dread.nstu@gmail.com
TBA	Halifax City	TBA

#### **XIV. LOCAL PRESIDENTS 2025 – 2026**

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	<b>Name</b>	<b>Email</b>
Annapolis	Jeannie Montgomery	annapolislocal@nstu.ca
Antigonish	Jerry Delorey	antigonishlocal@nstu.ca
APSEA	Rachel Smith	apsealocal@gmail.com
CSANE	Isabelle Cotnoir	csanelocal@nstu.ca
Cape Breton District	Dawn Spracklin	cblocal@nstu.ca
Colchester-East Hants	Nadine Arnold	cehlocal@nstu.ca
Cumberland	Stacia Findlay	cumberlandlocal@nstu.ca
Dartmouth	Chris Doiron	dartmouthlocal@nstu.ca
Digby	Jennifer Bradley	digbylocal@nstu.ca
Guysborough County	Lacey Phinney	guysboroughlocal@nstu.ca
Halifax City	Nancie de la Chevotière	halifaxcitylocal@nstu.ca
Halifax County	Desiree Daniele	halifaxcountylocal@nstu.ca
Hants West	Shane Goucher	hantswestlocal@nstu.ca
Inverness	Sheila Hawley	invernesslocal@nstu.ca
Kings	TBA	kingslocal@nstu.ca
Lunenburg County	Mai-Ling Storm	lunenburglocal@nstu.ca
Northside-Victoria	David Currie	northsideviclocal@nstu.ca
Pictou	Eliza Abbass	pictoulocal@nstu.ca
Queens	Laura Fryday	queenslocal@nstu.ca
Richmond	Tommy Samson	richmondlocal@nstu.ca
Shelburne County	Sarah Acker	shelburnelocal@nstu.ca
Yarmouth	Chris Runyon	yarmouthlocal@nstu.ca

#### **XV. REGIONAL REPRESENTATIVE COUNCIL CHAIRS 2025 – 2026**

---

	<b>Name</b>	<b>Email</b>
Annapolis Valley	Jonathan Murphy	annapolisrrcchair@nstu.ca
Cape Breton-Victoria	Dawn Spracklin	capebretonrrcchair@nstu.ca
Chignecto	Nadine Arnold	chignectorrcchair@nstu.ca
Halifax	Nancie de la Chevotière	halifaxrrcchair@nstu.ca
South Shore	Mai-Ling Storm	southshorerrcchair@nstu.ca
Strait	Sheila Hawley	straitrrcchair@nstu.ca
Tri-County	Sarah Acker	tricityrrcchair@nstu.ca

## **XVI. BY-LAW ARTICLE IV – LOCAL GOVERNANCE**

---

### **1. NSTU LOCALS**

- (a) Active Members may, with the consent of the Provincial Executive, form a Local.
- (b) Every Active and Reserve Member shall belong to a Local and no Member shall belong to more than one Local.

### **2. OFFICERS**

- (a) A Local shall elect a President, First Vice-President, and such other officers as the Local may determine.
- (b) The elected Executive of the Local shall be the governing body thereof.

### **3. GOVERNANCE**

- (a) A Local shall be a committee of the NSTU, and shall be under the control of the Council and its Executive, subject to the Teaching Profession Act, these By-Laws, and NSTU Standing Orders.
- (b) A Local shall not deal directly in matters of policy with the Provincial Government, government departments, or other provincial organizations.
- (c) A Local shall determine the dates of its meetings and shall designate one (1) meeting each school year as its Annual General Meeting.
- (d) A majority of Officers will constitute a quorum of the Local Executive.
- (e) A Local shall have the right to submit resolutions to Council following the Resolution Procedures outlined in the Standing Orders.

### **4. FINANCES**

- (a) The Secretary-Treasurer shall, from annual Union Membership Fees received, pay to Locals a rebate in an amount as determined by Annual Council.
- (b) Rebates to Locals shall be made in two (2) installments. The first installment shall be made no later than November 30<sup>th</sup> in any given year, and the second installment shall be made no later than May 31<sup>st</sup> in any given year.
- (c) A Local shall submit to Central Office, by July 31<sup>st</sup> of each year, a budget for the ensuing school year.
- (d) A Local shall submit to Central Office, by October 31<sup>st</sup> of each year, the information required for its internal review, which will be conducted out of Central Office.
- (e) A Local may not permit the use of any part of its funds for the purpose of conducting a campaign in respect to any election whether within the Union or outside of the Union.

## **XVII. BY-LAW ARTICLE V – REGIONAL GOVERNANCE**

---

### **1. REGIONAL REPRESENTATIVE COUNCIL (RRC)**

- (a) There shall be seven (7) Regional Representative Councils (RRC) mirroring the seven (7) Regional Centres for Education (RCE) as follows:
  - (i) Annapolis Valley Regional Representative Council,
  - (ii) Cape Breton-Victoria Regional Representative Council,
  - (iii) Chignecto Regional Representative Council,
  - (iv) Halifax Regional Representative Council,
  - (v) South Shore Regional Representative Council,
  - (vi) Strait Regional Representative Council, and
  - (vii) Tri-County Regional Representative Council.
- (b) The mandate of the Regional Representative Council within the geographic boundaries of a Regional Centre for Education shall be to address NSTU Members' bargaining unit issues with their RCE.
- (c) A Regional Representative Council may choose to engage in regional initiatives related to professional development, public affairs, and/or public relations if there is a need identified.
- (d) The Regional Representative Council shall carry out the responsibilities as set out in the Teachers' Provincial Agreement, and applicable Regional Collective Agreement, between the RCE and the NSTU.

### **2. COMPOSITION AND OFFICERS**

- (a) The Regional Representative Council Membership shall include the following from the Locals from within the RRC:
  - (i) Presidents of participating Locals;
  - (ii) First Vice-Presidents of participating Locals; and,
  - (iii) an equal number of additional Member(s) from each participating Local.
- (b) The Regional Representative Council Membership shall include the following Regional Members:
  - (i) Regional Representative Council Chair; and,

- (ii) Provincial Executive Member(s) from the RRC.
- (c) The Regional Representative Council, from the RRC Membership in 2. (a) (i), (ii), and (iii), shall determine a Chair, Vice-Chair, Grievance Chair, Article 60 Chair, Regional Economic Welfare Committee (REWC) Chair, and a Treasurer and/or Secretary as set out in its constitution.

### **3. GOVERNANCE**

- (a) A majority of the Regional Representative Council shall constitute a quorum.
- (b) All Members of the Regional Representative Council shall have voting privileges.
- (c) A Regional Representative Council shall be a committee of the NSTU, and shall be under the control of the Council and its Executive, subject to the Teaching Profession Act, these By-Laws, and NSTU Standing Orders.
- (d) A Regional Representative Council shall not deal directly in matters of policy with the Provincial Government, government departments, or other provincial organizations. However, it may deal directly with the Regional Centre for Education on behalf of the Union.
- (e) Subject to Article VIII of these By-Laws, the Chair of the Regional Representative Council shall be the spokesperson on regional matters for the NSTU.
- (f) A Regional Representative Council shall determine the dates of its meetings.
- (g) A Regional Representative Council shall have the right to submit resolutions to Council following the Resolutions Procedures outlined in the Standing Orders.

### **4. FINANCES**

- (a) The Regional Representative Council shall be funded on an equitable basis by the participating Locals in the region.
- (b) 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 Local Rebate, then the excess monies shall be returned to the participating Locals of the RRC.
- (c) The Regional Representative Council shall submit to Central Office, by July 31<sup>st</sup> of each year, a budget for the ensuing school year.
- (d) The Regional Representative Council shall submit to Central Office, by October 31<sup>st</sup> of each year, the information required for its internal review, which will be conducted out of Central Office.
- (e) The Regional Representative Council may not permit the use of any part of its funds for the purpose of conducting a campaign in respect to any election whether within the Union or outside of the Union.

### **5. REGIONAL REPRESENTATIVE COUNCIL COMMITTEES**

- (a) The Regional Representative Council 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 Regional Representative Council to a maximum of ten (10) Members.
- (b) The Regional Representative Council shall annually appoint Members to committees as stipulated in Regional and Provincial collective agreements.

## **XVIII. OPERATIONAL PROCEDURE 11 – NSTU LOCALS**

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### **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.
- II. Each educational site shall elect a minimum of one (1) NSTU representative. Educational sites with up to twenty-five (25) members shall elect a maximum of one (1) NSTU representative. Educational sites with twenty-six (26) to fifty (50) members may elect a maximum of two (2) NSTU representatives. Educational sites with fifty-one (51) to one hundred (100) members may elect a maximum of three (3) NSTU representatives. Educational sites with over one hundred (100) members may elect a maximum of four (4) NSTU representatives. The educational site shall be entitled to an equal number of alternate representatives..

**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 10 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 10 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 10 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 10 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 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 fourteen percent (14%) of the NSTU membership fees paid by members of the Local.
- 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.
- 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.
- 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.
- 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.
- 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.
  - 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.
- 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.

## **XIX. OPERATIONAL PROCEDURE 16 – REGIONAL REPRESENTATIVE COUNCIL**

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### **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, 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).

## **XX. LOCAL AND REGIONAL MODEL CONSTITUTIONS AND OPERATIONAL PROCEDURES**

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Recently the Provincial Executive has adopted new model constitutions and operational procedures for Locals and Regional Representative Councils. Locals and RRCs are expected to amend their documents to adhere to the new models. Templates of the Local Models can be accessed at the NSTU website under Local Presidents' Resources which can be found at <https://nstu.ca/the-nstu/structure/locals>. Templates of the Regional Models can be accessed at the NSTU website under RRC Chairs Resources which can be found at <https://nstu.ca/the-nstu/structure/regional-representative-councils>.

If Local or Regional leaders require any assistance in updating their documents they should contact Executive Staff Officer Louis Robitaille ([lrobitaille@staff.nstu.ca](mailto:lrobitaille@staff.nstu.ca)).

## **XXI. PROVINCIAL EXECUTIVE ROLE AT THE LOCAL AND REGIONAL LEVEL**

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NSTU By-Law Article III – The Provincial Executive, Section 1 – Composition, Sub-Section (d) states: “A Provincial Executive Member shall not concurrently hold office at the Local, Regional, or Professional Association Level.”

### **Local Executive Meeting**

Provincial Executive Members should attend Local Executive Meetings within their region where they should report on provincial activities. Provincial Executive Members have an obligation to be “a positive liaison and link between the Provincial Executive and the Local, providing effective two-way communication” (OP 14, C, IV). Provincial Executive Members should not vote nor make/second motions at a Local Executive Meeting as they are not members of the Local Executive.

### **Local General Meeting**

Provincial Executive Members should attend Local General Meetings within their region where they should report on provincial activities. A Provincial Executive Member has all the rights of membership at a Local General Meeting including the right to vote and make/second motions if they are a Member of that Local.

### **Regional Representative Council (RRC)**

NSTU By-Law V – Regional Governance, Section 2 (b) (ii) and Section 3 (b), Provincial Executive Members are Regional Members of their RRC with all the rights and responsibilities of the other members of the RRC except the right to hold office. Provincial Executive Members have the right to vote and make/second motions at RRC meetings. Provincial Executive Members shall not hold office at the regional level (meaning they are not permitted to be RRC Chair, RRC Vice-Chair, REWC Chair, Grievance Chair, Article 60 Chair, Secretary, or Treasurer).

## **XXII. MEMBERSHIP REGISTRY**

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NSTU Representatives should be updating the Membership Registry online and in real time. When updating the site list, the changes are made to the database immediately ensuring the Union’s Membership information is current and accurate.

Individual Members can also update all their personal, employment, assignment, and contact information.

Membership figures are pulled from the Registry on the first Monday of December and the last Monday of March each year for Annual Council delegation numbers and Local Rebates respectively. NSTU Representatives are responsible for ensuring the accuracy of the site information within the Membership Registry. All site updates should be completed at least one (1) week prior to each of the above mentioned dates. Instructions on how to use the Registry for individual Members, NSTU Reps, and Local Presidents are posted on the NSTU website.

NSTU Representatives do **NOT** have the ability to identify themselves as Reps, only Local Presidents have the ability to identify individuals as site NSTU Reps.

Should you require additional information regarding the Membership Registry please contact NSTU Central Office.

## **XXIII. COMMUNICATING WITH MEDIA FOR LOCAL AND REGIONAL LEADERS**

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NSTU By-Law Article VIII – Official Spokesperson for the Union clearly states that the NSTU President is the official spokesperson for the Union unless some other person has been designated with this authority. The NSTU President has the sole authority to speak as the voice of the Union. With this in mind, there may be occasions where a Local or Regional leader is approached by the media and asked to make comments.

These contacts with local reporters can provide an opportunity to give the viewpoint of your Local Members; however, Local and Regional leaders should be cautious and consider the following guidelines:

1. The topic of the story should be of a local or regional nature rather than of a provincial interest. For stories affecting Members provincially, refer the reporter to the NSTU Communications/Public Relations Department.
2. You should have a good understanding of NSTU policy before commenting on an educational issue. The *NSTU Guidebook* is a useful resource for understanding NSTU policy and positioning on many issues. By seeking clarification from Staff in the NSTU's Communications/Public Relations Department you will be certain of having the most current information regarding NSTU policy and positioning.
3. Before conducting an interview, check with the NSTU Communications/Public Relations Department. Our professional communications staff can assist you in the framing of your message and help you avoid any pitfalls.
4. Be respectful of your employer. While you may not agree with the point of view of others on a particular issue, everyone loses in a public media fight.

Remember, the NSTU Communications/Public Relations Department is always available to assist you with media relations.

## **XXIV. NSTU PROFESSIONAL LEARNING WORKSHOPS AND PRESENTATIONS**

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The Nova Scotia Teachers Union has the in-house expertise to provide professional learning opportunities covering a wide range of topics supportive of members learning and practice. Sessions are offered by professional learning staff, member services staff, governance and resolutions, and member assistance program staff.

To view more information and to book sessions visit the NSTU Website at [www.nstu.ca](http://www.nstu.ca) and click on:



<https://nstu.ca/nstu-members/professional-development/nstu-programs-services/professional-learning-workshops-presentations>

In addition to sessions facilitated by NSTU staff, the NSTU can also arrange for Resilience® Wellness Sessions that are available through the NSTU Employee and Family Assistance program provider Homewood Human Solutions™.

## **XXV. DOCUMENTS A LOCAL/REGIONAL LEADER SHOULD HAVE**

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The following is a list of documents that Local and Regional Leaders should have on hand for reference:

- Collective Bargaining Act <https://beta.novascotia.ca/government/education-and-early-childhood-development/legislation>
- Teaching Profession Act <http://www.gov.ns.ca/legislature/legc/statutes/teachpr.htm>
- Local Constitution
- Local Operational Procedures
- Regional Representative Council Constitution
- Regional Representative Council Operational Procedures
- Regional Collective Agreement
- Provincial Agreement (or APSEA Agreement in the case of APSEA Leaders)
- NSTU Guidebook accessed at <https://nstu.ca/the-nstu/communications/nstu-publications/nstu-guidebook-and-operational-procedures>
- NSTU Operational Procedures accessed at <https://nstu.ca/the-nstu/communications/nstu-publications/nstu-guidebook-and-operational-procedures>
- Robert’s Rules of Order, Newly Revised, in brief
- NSTU Guide to Parliamentary Procedure pamphlet
- Making NSTU Meetings Work pamphlet
- Resolutions Procedures: Annual Council pamphlet
- Member Diary
- Benefits of Membership pamphlet
- Copies of Local and/or Regional minutes
- Copies of reports from Local Committees
- Current budget (Local and/or Regional)

There are also a number of other useful handbooks and pamphlets addressing NSTU governance, member services, communications, and professional learning that have been developed by NSTU Staff that can be found at <https://nstu.ca/the-nstu/communications/nstu-publications/handbookspamphlets>.

## XXVI. FREQUENTLY ASKED QUESTIONS

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### GENERAL

Q. Can I get time/days off work to perform my union duties?

A. Each regional agreement has a provision that provides for NSTU release days, with appropriate permission from the employer, to “allow teachers to carry out their duties of office”. These days themselves must be used for union activities and cannot be used other purposes (such as providing “time off in lieu” to a teacher to compensate them for doing union work at another time).

Q. What should I do if there is a crisis or a tragedy at a school within my Local?

A. The employer (RCE/CSAP) is responsible for the workplace including responding to tragedies/crisis and providing appropriate support to its staff and students. If a Local President is concerned about the employer’s response, they should contact their assigned Executive Staff Officer or contact the employer directly.

Many Locals have a tradition of providing support to members in these circumstances. Locals may choose to drop off or send a card and/or food. Designating a budget line for these purchases and empowering the Local President to use these funds at their sole discretion allows the President to act quickly in these unexpected situations.

Some Local Presidents visit a school in the midst of a crisis or tragedy. Local Presidents are reminded that they should not attend at a school unannounced and instead should be invited/have permission from the school’s administrator (often through the NSTU Site Representative). Local Presidents should be cautious not to interfere in an active situation and avoid speaking to media.

NSTU Local Presidents across the Province have varying amounts of release time and varying numbers of schools that they support. The response to a crisis will depend on the circumstances of the Local (e.g., geography, finances, release, etc.) and the availability of the President or designate.

The NSTU Member Assistance Program reaches out to schools that have suffered a significant loss, like the death of a staff member or student, and offers support including contact information for the Employee and Family Assistance Program who can arrange for on-site counselling for teachers. The applicable Local President is copied on this email. Local Presidents are asked to inform the NSTU Registered Nurse (nurse@nstu.ca) when such an event occurs in their Local.

Local Presidents can always refer members to the NSTU Group Insurance Trust website <https://nstuinsurance.ca/> which is quite user-friendly and comprehensive. Members may also connect directly with the NSTU Nurse for support in navigating these offerings (nurse@nstu.ca).

### CRIMINAL ALLEGATIONS

Q. What is the process for assisting a teacher who has been accused of, or charged with, a crime (including for example inappropriate sexual touching or assault)?

A. Do not discuss the matter or take any statement(s) from the teacher. Immediately direct the teacher to contact an Executive Staff Officer at 477-5621 or 1-800-565-6788; and advise the teacher to not do anything until they have talked to legal counsel. Advise the teacher of their constitutional right to remain silent.

If the member is contacted by the police outside of normal business hours, obtain a number where the

person can be reached and call your Provincial Executive member or any other Provincial Executive member if yours cannot be reached. All Provincial Executive members have a number where the Executive Director can be reached to provide assistance. Failing this contact, advise the member to call his/her own lawyer for advice.

Q What can I tell a teacher who has been accused of, or charged with, a crime?

- A
- a. Advise the teacher to inform the police authority that he/she intends to cooperate, but first wishes to exercise his/her right to speak to legal counsel and legal counsel will contact the police authority once the NSTU has informed legal counsel of the investigation.
  - b. Instruct the teacher to obtain the name of the investigating officer and contact number for the officer.
  - c. Advise the teacher to not discuss the complaint or give a statement (verbal or written) without the benefit of legal counsel. This includes to the employer or staff members.
  - d. Inform the member that he/she is NOT required by law to:
    - Go with the police upon request, unless they have been arrested;
    - Give a written or verbal statement, even if arrested;
    - Give a written or verbal statement at any time;
    - Sign a document of any kind;
    - Talk to police at any time under any circumstances, other than to give your name and address;
    - Report to the police station to answer any questions, unless accompanied by legal counsel;
    - Allow police to enter their residence without a search warrant; or,
    - Submit to a polygraph.

## DISCIPLINE

Q What is the process for assisting a teacher who is facing discipline?

A Contact an Executive Staff Officer at 477-5621 or 1-800-565-6788.

## INJURY ON DUTY

### Disclaimer

The following is only partial text regarding injury on duty and is provided solely for explaining some principle features of Article 26 of the of the Teachers' Provincial Agreement; please refer to the actual Article or contact the Nova Scotia Teachers' Union. For more information please contact your Executive Staff Officer for your area.

Q What is an Injury on Duty?

A A teacher is injured in the performance of the teacher's duties which have been approved by the employer or its representative.

Q What process is the injured teacher required to follow?

A The teacher must notify their immediate supervisor as soon as possible and complete the School Incident form as well as the Injury on Duty form. The teacher will be notified by the employer if they have been approved for injury on duty. If the teacher disagrees with the decision of the employer they should contact the NSTU immediately.

- Q What happens if the teacher is required to miss school as a result of the Injury on Duty?
- A A teacher who is approved for Injury on Duty is entitled to up to two (2) years paid leave if they are unable to complete their teaching duties as a result of the injury. Medical documentation will be required.
- Q Who pays for expenses incurred as a result of the injury that are not covered by Total Care?
- A For a period of up to three (3) years, teachers who have been approved for Injury on Duty may be reimbursed for a health care service, product, or device prescribed by a physician, where medically appropriate. Receipts are required.

## MEMBER ASSISTANCE PROGRAM (MAP)

- Q What is the NSTU Member Assistance Program?
- A MAP is a set of services to support members faced with personal, family, and health challenges. MAP includes:
- NSTU Counselling Services;
  - NSTU Early Intervention Program;
  - NSTU MAP Navigation Assistance;
  - Manulife – EFAP;
  - CAREpath™; and,
  - Independent Psychological Consultation.
- Q What can be accessed through the NSTU Counselling Services?
- A There are two counsellors on staff that provide short-term counselling services to NSTU member, their partners, and dependent children. The service is designated to provide help and intervention at an early stage of difficulty.
- Q What can be accessed through the NSTU Early Intervention Program?
- A This program can help you access appropriate treatment (i.e.: medical, vocational & rehab services.) We can help facilitate return to work or remain at work plans and encourage a collaborative effort with doctors, employers and others involved in your care, in managing your health. We can also help guide you in application for disability benefits. There are two occupational therapists on staff to assist members regarding this benefit.
- Q What can be accessed through Manulife – EFAP?
- A Manulife – EFAP is an Employee and Family Assistance Program for active NSTU members and their eligible dependents. Counselling Services can be provided in-person, by phone or through a secure online service that can deal with such things as stress, psychological disorders, alcohol and drug abuse, anger management and conflict resolution. There are also plan smart and career smart services giving a member support in such things as childcare, eldercare, legal, financial, nutritional support and 12 weeks to wellness. It is available 24 hours/7 days a week, 365 days a year for both counselling services and plan smart and career smart services. Members also can access an online resource of healthcare related material through Health eLinks. It allows you to take part in an interactive health risk assessment and comprehensive library of medical information.

Q What can be accessed through CAREpath™?

A As an active or retired NSTU Member, you, your spouse, and dependent children now have access to CAREpath's Navigation Program. NSTU Members have four CAREpath Programs they can access to: the Cancer Assistance Program, the HealthCareAssist Program, the Seniors' Care Assistance Program, and Your Wellness Partner. For greater detail please see the Member Diary.

Q Is the information discussed with these services confidential?

A Yes, all information is handled with strict confidence and no information is released nor is contact with individuals outside MAP made without your written consent. All documentation is handled in accordance with the Personal Information Protection and Electronic Documents Act.

Q Is there someone available to help navigate these services?

A Yes, the NSTU has a registered nurse on staff to help you navigate these services. The registered nurse is the first point of contact for the NSTU Counselling Services and Early Intervention Program. The registered nurse can also offer education, information, and program navigation including referrals to all MAP services.

Q How do I get access to MAP?

A MAP is a self-referral program. You can contact the NSTU office directly toll free at 1-800-565-6788 or locally at 902-477-5621, or via email at [nurse@nstu.ca](mailto:nurse@nstu.ca). Access to Manulife – EFAP is through phone at their toll-free number 1-877-955-6788 (or for access in French 1-514-875-0720) and access to CAREpath is through their toll-free number 1-866-883-5956 or through email at [info@carepath.ca](mailto:info@carepath.ca).



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1-800-565-NSTU (6788) | 902-477-5621 | Fax 902-477-3517  
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