

POLICY REVIEW COUNCIL 2024

ECONOMIC WELFARE & WORKING CONDITIONS

1. ABUSE, BULLYING, INTIMIDATION, AND HARASSMENT

Optimal learning and teaching occurs in safe environments; therefore, the NSTU believes:

- A. Employers are responsible for protecting Members and ensuring a safe workplace, free from abuse/harassment. Abuse and harassment include, but are not limited to:
 - I. physical, verbal, emotional, and mental abuse;
 - II. sexual harassment;
 - III. bullying, including cyberbullying; and,
 - IV. intimidation.
- B. The employer shall recognize that Members may experience abuse/harassment by students, parents/guardians, or staff.
- C. Members subjected to abuse/harassment shall receive full support from the employer and the NSTU.
- D. The employer, in accordance with the *Nova Scotia Human Rights Act* and in consultation with the NSTU, shall establish policies and procedures to ensure incidents of abuse/harassment are mitigated (as much as possible), reported, documented, and dealt with efficiently and effectively.

Reference: Resolution 2000-30, Reaffirmed 2003-42, Amended 2004-21, 2006-67, 2012-76, 2019-26

2. ASSOCIATE TEACHER

The NSTU recognizes and supports the important role our Members play as Associate Teachers in mentoring Student Teachers (Teacher Candidates); however, also recognizes the additional workload inherent in participation. Specifically, the NSTU believes that:

- A. participation as an Associate Teacher be voluntary;
- B. Associate Teachers should hold a permanent contract;
- C. the selection process for Associate Teacher be developed in consultation with teachers;
- D. Associate Teachers be granted release time for participation;
- E. planning, supervising, and conferencing time be provided to the Associate Teacher during the instructional day;
- F. professional learning, evaluation procedures, and curriculum be provided to the Associate Teacher during the instructional day; and,
- G. placements be limited to one (1) Teacher Candidate per practicum with a maximum of two (2) placements per year.

Reference: Resolution 2021-23

3. CLASS SIZE AND COMPOSITION

- A. It is the policy of the NSTU that class size and composition be considered primary components in organizing for effective instruction.
- B. To foster effective instruction, class sizes should not normally exceed the following maxima:
 - I. Secondary 25 Students

- | | |
|---|-------------|
| II. Elementary | 20 Students |
| III. Primary | 15 Students |
| IV. Special | 10 Students |
| V. Combined Elementary Classes/
Multi-Age Elementary Classes | 15 Students |
- C. The NSTU believes that all those involved with determining class size and Member workload should recognize the additional demands entailed by the students with special needs integrated within a classroom:
- I. class size should decrease; and,
 - II. personnel supports should be allocated to support class composition.
- D. The NSTU believes that designated human support(s) allocated to a classroom due to exceeded class caps should be directed to that classroom.

Reference: Resolution 2000-57, Amended 2003-43, 2006-68, 2012-77, 2013-51, 2015-20, 2015-21, 2018-37

4. COLLECTIVE BARGAINING

- A. The NSTU believes in and is firmly committed to the principle of full collective bargaining rights for all bargaining units within its jurisdiction. Full collective bargaining rights means the absence of any government legislation restricting wages and benefits, the right to strike, or legislation designed to intimidate or threaten the Union for the purposes of achieving a favourable bargaining result.
- B. The NSTU is committed to the integrity of its Membership and will vehemently oppose any attempt to remove any portion of the Membership from the NSTU.
- C. The NSTU believes that all courses for which students receive academic credit, including pilot courses, must be taught by teachers who are Members of the NSTU. The Union will continue to oppose the contracting out of duties performed by professional and support staff and any attempt to replace an NSTU certified teaching position with a non-NSTU position.
- D. All negotiated contracts for consideration be released regionally on the same day.

Reference: Reaffirmed 1999-31, 1999-69, Amended 1999-64, 2000-37, 2000-38, 2000-47, 2001-9, 2001-10, Reaffirmed 2003-44, 2006-69, 2013-20, Amended 2018-12, 2018-13, 2019-27

5. EDUCATIONAL FACILITIES – RENOVATIONS, OPENINGS, OR CLOSINGS

The NSTU recognizes educational site renovations, new openings, and closures are necessary to create and maintain quality educational opportunities for students; however, they can also be disruptive to teachers, students, and parents/guardians. The NSTU believes that when a new construction or major renovation of a school site is planned, NSTU Members should be involved in the development and design of the project. Further, the NSTU holds the following beliefs regarding the closing or opening/reopening of an educational site:

- A. Members should not perform duties of other bargaining unit or non-unionized workers; however, Members should assist and cooperate with the process. Specifically:
- I. Members should pack/unpack personal items;
 - II. Members may be expected to supervise the packing/unpacking of sensitive, fragile, and/or dangerous equipment and materials;

- III. Members should be given time, free from their duties related to students, to assist in these duties; and,
- IV. Members should only be expected to participate in these duties during the school day/school year.
- B. The employer is responsible, and specifically, they should:
 - I. provide packing containers for Members' personal effects; and,
 - II. allot sufficient time within the 195-day school year.
- C. Students should not be in attendance, nor should they assist in packing, unpacking, or moving of materials.

Reference: 2022-33

6. FUNERAL ATTENDANCE

Any staff member of a school who wishes to attend the funeral of a staff member should receive permission to do so.

Reference: Reaffirmed 1999-80, Amended 2003-45, Reaffirmed 2006-70, Amended 2012-78, 2018-14

7. INDIVIDUAL PROGRAM PLANS

Members teaching students with programming needs be given a minimum of one-half day per month to plan for, set up, and assess each Individual Program Plan and complete documentation.

Reference: Resolution 2002-60, Reaffirmed 2003-46, 2006-71, Amended 2012-79, 2018-23

8. INTELLECTUAL PROPERTY

The NSTU believes that intellectual property created by the Member must remain the property of the Member.

Reference: Resolution 2002-76, Reaffirmed 2004-106, February 2011, March 2017, February 2023

9. JOB-SHARING

- A. Job-sharing in the teaching profession is a viable and effective staffing option. Implementation of this option is encouraged by the NSTU.
- B. A shared position is that which requires the services of a member full time, which is then divided among two or more persons who share the performance and the discharge of the responsibilities of that position on a part-time basis.
- C. Salary is prorated, and benefits are either full or prorated.
- D. Job-sharing involves working on a part-time basis but is to be distinguished from part-time members who are not job-sharers.
- E. The teaching schedule of each sharing member shall be arranged in consultation with the school principal.
- F. Appropriate job-sharing patterns are:
 - I. a.m./p.m.;
 - II. alternate day;

- III. specific day;
 - IV. alternate time periods;
 - V. partial service as a part of the pupils' regular daily program; or,
 - VI. half year split.
- G. It is necessary that teaching strategies and compatibility of partners be established between or among those participating in job-sharing agreements. The process of selection must involve all participants (members, principal, and supervisor).
 - H. The impact of job-sharing on pupil, parent, and member relationships is one that must be considered and planned for by the job-sharers.
 - I. Job-sharing must ensure consistency in approach and communication.
 - J. Job-sharing demands special planning and preparation, as these relationships are central to the positive operation of the classroom program.
 - K. Each job-shared position shall be represented at inservices, parent visitations, and staff meetings.
 - L. The articulation and coordination of a shared teaching position is not confined to the delivery of instruction. Institutional demands must be addressed. The areas to be considered are: time tabling, preparation time, extracurricular, pupil evaluation, accessibility to pupils and parents, program development and continuity, and professional development.
 - M. The matter of relationships is to be dealt with during the selection process.
 - N. The relationship between the job-sharing members shall be set out in written agreements prior to beginning shared teaching.
 - O. The relationship between the job-sharing members and the Regional Centre for Education/School Board should be set out in written agreements among the parties prior to beginning the shared teaching.
 - P. Regions are encouraged to negotiate an article on job-sharing with provisions that are in keeping with NSTU policy.

Reference: Resolution 2000-44, Reaffirmed 2003-47, 2006-72, Amended 2012-80, Reaffirmed March 2018

10. MEDIA BLACKOUT ON NEGOTIATIONS

The NSTU supports fair collective bargaining; therefore, the NSTU believes:

- A. the Union and employer should agree to a media blackout from the time negotiations open until a tentative agreement is ratified; and,
- B. during negotiations, items negotiated or to be negotiated, should not be discussed in public by either the Union or the employer.

Reference: Reaffirmed 1998-23, Amended 2003-49, 2006-73, 2021-24

11. MEMBER ABSENCES

A. PROCEDURES FOR FULFILLING DUTIES OF ABSENT STAFF MEMBERS

When a Member is requested to fulfill the duties of an absent staff Member, the following practices shall be adhered to:

- I. requests to fulfill the duties of the absent staff Member(s) shall be made on an equitable basis;
- II. an official record of such requests shall be compiled and maintained by the school

administration on a continuing basis and be made available to the Member(s) upon request; and,

- III. the Member referred to in I and II shall accumulate time to be used for the purpose of marking and preparation when a substitute is available for hire to fulfill the duties of this Member.

B. REGIONAL CENTRE FOR EDUCATION/SCHOOL BOARD PROCEDURES FOR SUBSTITUTE TEACHING ASSIGNMENTS

The Nova Scotia Teachers Union expects Regional Centres for Education/School Board to comply with the following practices on addressing substitute teaching assignments:

- I. hire permanent substitute teachers under term contract status; and,
- II. utilize the Early Retirement Incentive Plan to bolster a roster of substitute teachers.

C. EVALUATION OF PERMITS TO TEACH

The monitoring and evaluation of Permits-To-Teach as substitutes, which are strategically employed by employers to address the substitute teacher shortage, should be ongoing by the organization.

D. WAGES OF SUBSTITUTE TEACHERS

The NSTU believes that substitute teachers' wages should be based on the salary grid.

Reference: Resolution 2004-C, 2004-D, 2004-E, 2004-F, Reaffirmed 2006-79, Amended 2018-40

12. MEMBER ACCESS TO COMPUTER TECHNOLOGY

- A. Each Member requires direct access to a computer with an Internet connection with appropriate software in order to do the necessary planning, preparation, and evaluation required as part of the job. The NSTU therefore believes that it is the responsibility of the government to provide these tools for each Member and that the computers should be updated every two years.
- B. Members require access to appropriate, comprehensive professional development in the use of technology, web-based applications, and social media.
 - I. Implemented and mandated technological initiatives require appropriate professional development opportunities.
 - II. Responsibility for professional development shall rest at the appropriate Department level. Consideration must be given to Members' technological competence and additional professional development be provided when required.
- C. Such professional development opportunities should be available both formally and informally, in ways which provide Members with flexibility and choice and which encourage Members to become comfortable with the use of the new technology. These opportunities should be conducted during the regular instructional day and should be consistent province-wide.

Reference: Resolution 1998-65, Amended 2000-93, 2002-116, 2005-59, 2008-58, 2014-68

13. MEMBER IMAGES, VIDEOS, AND AUDIO RECORDINGS

With the predominance of devices capable of recording audio, video, and images of Members, often without their knowledge, the NSTU holds the following beliefs:

- A. prior to the audio or video recording or photography of a Member, permission must be received from the Member; and,
- B. any use, publication, posting, or distribution of audio or video recordings or images of

Members must be authorized by the individual Members.
Reference: Resolution 2023-50

14. MENTAL HEALTH IN THE WORKPLACE

The NSTU believes:

- A. Alleviating psychological hazards in the workplace is an extension of the Employer's responsibility to ensure teachers have a safe place to work.
- B. The employer, in accordance with the *Occupational Health and Safety Act* and in consultation with the NSTU, shall establish policies, procedures, and practices which:
 - I. demonstrates the employer's willingness to champion mental wellness;
 - II. allows teachers access to internal health and wellness programs and resources;
 - III. creates a culture of respect and trust;
 - IV. alleviates the stigmatism regarding mental illness; and,
 - V. mitigates psychological harm.
- C. The factors which must be addressed to improve mental health in the workplace include, but are not limited to:
 - I. work overload;
 - II. challenges with work-life balance;
 - III. lack of trust and transparency; and,
 - IV. access to tools and resources regarding health.

Reference: Resolution 2019-28

15. MERIT PAY

The NSTU vehemently opposes "merit pay" for teachers.

Reference: Resolution 2010-NB1, Reaffirmed January 2015

16. OCCUPATIONAL HEALTH AND SAFETY

Optimal learning and teaching occurs in safe environments; therefore, the NSTU believes:

- A. Health and safety in the workplace is a shared responsibility.
- B. Employers are responsible for protecting Members and ensuring a safe workplace, free from occupational health and safety hazards.
- C. Members are responsible to work safely and to report hazardous conditions to their supervisor.
- D. Occupational hazards include, but are not limited to:
 - I. situations which may cause an immediate illness or injury;
 - II. situations where prolonged exposure may cause illness or injury; and,
 - III. environments which may aggravate existing ailments.
- E. A Member who becomes ill or is injured due to occupational hazards in the workplace shall receive full support from the employer and the NSTU.
- F. The employer, in accordance with the *Occupational Health and Safety Act* and in consultation with the NSTU, shall establish policies and procedures to ensure incidents of workplace injury and illness are mitigated (as much as possible), reported, documented, and dealt with efficiently and effectively.

Reference: Resolution 2000-29, Reaffirmed 2004-81, Amended 2009-14, 2009-88, Reaffirmed January 2015, Amended 2018-51B, 2019-29

17. A. PART-TIME MEMBERS

- I. The NSTU recognizes part-time employment as a staffing option. A part-time member works:
 - a. for the full school year on a part-time basis; or,
 - b. for one-half of a year in a job-sharing situation.
- II. Part-time members shall be entitled to time free from teaching, on a pro-rated basis, for the purpose of marking and preparation.
- III. The working hours of part-time members shall be scheduled consecutively and mutually agreed upon.
- IV. Part-time members, if requested and with reasonable notice, are expected to attend parent-teacher meetings and staff meetings.
- V. Part-time members shall receive salary pro-rated to scale.
- VI. Part-time members are encouraged to attend inservice sessions and special events like open houses. A schedule of days to be taught shall be negotiated with the employer before the commencement of service in each school year.

B. CIRCUIT MEMBERS

- I. The NSTU recognizes circuit positions as a staffing option. A circuit Member works on a full-time or part-time basis in more than one educational site.
- II. Circuit Members shall be allowed ample time for travel from site to site. Such time shall be exclusive of the lunch and noon hour break and of time allowed for marking and preparation.
- III. Circuit Members shall be guaranteed a lunch period of not less than thirty (30) minutes, excluding travel time between sites.

Reference: Resolution 1999-68, 2000-45, Amended 2003-50, Reaffirmed 2006-74, Amended 2012-81, 2018-30

18. PENSIONABLE EARNINGS

Pension benefits paid under the Nova Scotia Teachers' Pension Plan shall be based on salary scales negotiated by the NSTU or by other employers covered under the Nova Scotia Teachers' Pension Plan.

Reference: Resolution 2002-71, Reaffirmed 2003-51, March 2018

19. REPORTING OF MEMBER EARNINGS

The NSTU requires that any Member receiving salary in excess of negotiated scales shall report such to the NSTU.

Reference: Resolution 2003-B, Reaffirmed 2006-78, March 2018

20. SCHOOL COUNSELLORS

It is the position of the NSTU that school counsellors are essential to the Public School System and the delivery of the Comprehensive Guidance Program in Nova Scotia. Specifically, the NSTU believes:

- A. school counsellors are teachers first, and that the duties of a school counsellor must be delivered by an NSTU Member;
- B. there should be a minimum of one full-time school counsellor in every public school in Nova Scotia;
- C. the responsibilities for a school counsellor should not exceed a ratio of one (1) counsellor to two hundred fifty (250) students;
- D. counselling programs should be delivered by qualified teachers who have graduated from a minimum one-year university level program in counselling; and,
- E. in order to successfully do their job, school counsellors require an onsite private office with resources including, but not limited to: a telephone, locking filing cabinets, and a secure computer.

Reference: Resolution 2006-37, Amended 2019-42

21. SCHOOL PSYCHOLOGISTS

It is the position of the NSTU that school psychologists are essential to the Public School System and the delivery of specialized mental health supports to students. Specifically, the NSTU believes:

- A. school psychologists working in the Public-School System should be NSTU Members;
- B. the responsibilities for a school psychologist should not exceed a ratio of one (1) Psychologist to seven hundred (700) students (the student count to include the entire school populations from the School Psychologists' assigned schools); and,
- C. in order to successfully do their job, school psychologists require a private office with resources including, but not limited to: a cellular telephone, a lockable filing cabinet, and a secure portable computer (laptop) with appropriate technology capabilities.

Reference: Resolution 2021-27

22. SENIORITY – TEACHING ASSIGNMENTS

Teaching assignments in individual sites shall take into consideration and respect the seniority of Members.

Reference: Resolution 2006-44, Reaffirmed March 2018

23. SPEECH-LANGUAGE PATHOLOGISTS

It is the position of the NSTU that speech-language pathologists are essential to the Public School System and the delivery of specialized supports to students. Specifically, the NSTU believes:

- A. speech-language pathologists working in the Public School System should be NSTU Members;
- B. speech-language pathologists are school-based specialists with training and competencies unique to a school setting; and,

- C. in order to successfully do their job, speech language pathologists require a private office with resources including, but not limited to: a cellular telephone, a lockable filing cabinet, and a secure portable computer (laptop) with appropriate technology capabilities.

Reference: Resolution 2021-26

24. TEACHER ASSISTANTS

The complex nature of the inclusive classroom may necessitate non-teacher support personnel for individual students with special needs. Because of this the NSTU holds the following beliefs:

- A. only teachers may teach in the public schools of Nova Scotia;
- B. teachers are responsible for the planning and implementation of the Public School Program;
- C. non-teaching tasks may be performed by teacher assistants (regardless of the title given to them by the employer); and
- D. teacher assistants should be:
 - I. assigned to an individual student(s) with special needs who requires distinct services and supports,
 - II. qualified in childcare, personal care, health care, or childhood development,
 - III. under the direction of the teacher, and
 - IV. under the overall supervision of administration.

Reference: Resolution 2000-17, Amended 2003-53, Reaffirmed 2006-80, Amended 2012-84, 2021-25

25. TEACHERS EVALUATION

The NSTU acknowledges the obligation of regional employers to evaluate their staff and the responsibility of the Department of Education and Early Childhood Development to ensure appropriate and consistent evaluation policies and practices exist. The NSTU recognizes teacher evaluation is only reliable if factors such as learning facilities; access to instructional material, program support, and professional learning; and class size and composition are considered.

Further, the NSTU believes:

- A. The evaluation program's goal should be to:
 - I. develop and maintain an optimal learning environment for students;
 - II. recognize and reinforce effective teaching; and,
 - III. promote professional growth.
- B. The evaluation program should:
 - I. emphasize formative evaluation;
 - II. be cooperatively planned and carried out following a collegial model;
 - III. clearly state the purpose and process;
 - IV. allow time to effectively carry out evaluations;
 - V. allow time and support for the member to incorporate training and professional development to inform their practice
 - VI. provide training to evaluators; and,
 - VII. provide for summative evaluation in extreme circumstances.
- C. The summative evaluation process should:
 - I. only be initiated after attempts have been made by the teacher and administrator to remedy the area(s) of concern and a reasonable amount of time has been afforded the

- teacher to improve;
- II. only be used in circumstances where an employment decision may be required (retraining, transfer, or termination);
 - III. not be conducted by the same evaluator who conducted the formative evaluation;
 - IV. be conducted by an evaluator not attached to the same educational site;
 - V. not rely on previous formative evaluation reports;
 - VI. allow for all possible professional learning;
 - VII. consider transfer as a reasonable step towards remedy; and,
 - VIII. only consider termination as a last resort.

Reference: Resolution 2023-07

26. TEACHER-INITIATED INSERVICE

The NSTU promotes the concept, through negotiation and lobbying, that each teacher be allowed to attend one or more inservice day each school year that the teacher has personally designed, organized, or selected based upon the teacher's professional needs, but not to fall on the Provincial Conference Day in October.

Reference: Resolution 2000-32, Amended 2003-54, Reaffirmed 2006-81, March 2018