

Covid 19 Frequently Asked Questions

As the situation with COVID-19 changes, the following answers will likely evolve, and updates are to be expected. These FAQ's are not intended as contractual/legal advice and if members have questions, they should contact their assigned NSTU Executive Staff Officer.

Please don't hesitate to share feedback with us via email to backtoschoolplan@nstu.ca.

1. What supports are available through the NSTU to teachers who are finding this time very stressful?

Information regarding the NSTU Member Assistance Program (MAP) can be found here:

<https://nstu.ca/nstu-members/member-services/member-assistance-program>.

Additional resources/information available includes: Manulife Employee and Family Assistance Program, Your Wellness Partner, Healthcare Assist Program, Seniors' Care Assistance Program, and CAREpath Cancer Assistance Program <https://nstuinsurance.ca/>.

2. What can teachers with an existing medical condition, which may put them at greater risk due to potential COVID-19 exposure, do to help limit this risk?

The NSTU cannot provide medical advice regarding steps to limit a teacher's risk. In these types of cases, the teacher should consult with their doctor and after doing so speak with their Executive Staff Officer if there are possible employment accommodations or ramifications. The teacher's medical documentation may be reviewed in order to assess whether an accommodation is required and can be provided by the Employer up to the point of undue hardship. Possible accommodations are very fact specific and dependent on the particular teacher's specific circumstances.

3. What can teachers who do not have any existing medical condition which may put them at greater risk due to potential COVID-19 exposure, but who live with/care for people in their immediate family who are at risk do to help limit this risk?

The NSTU cannot provide medical advice regarding steps to limit a teacher's risk. If a teacher has concerns regarding an immunocompromised family member, they should consult their Executive Staff Officer regarding a possible family status accommodation or canvass whether they may be able to access an applicable leave in the Collective Agreement(s) (i.e., urgent or imperative leave or serious illness). The family status accommodation analysis is very complex and dependent on the individual teacher's specific facts. It is possible that an unpaid leave may be an option.

4. What happens if a teacher becomes ill as a result of COVID-19 exposure?

If a teacher becomes ill, sick leave pursuant to the appropriate Regional or APSEA Agreement can be used.

5. What happens if a teacher becomes ill as a result of COVID-19 exposure at school/site?

If it can be established that COVID-19 was acquired by the teacher in the performance of their duties, the NSTU will assist the teacher in making an Injury on Duty Claim pursuant to Article 26 or the Letter of Understanding - Injury on Duty for Substitutes, pursuant to the terms of the Teachers' Provincial Agreement.

6. What happens if a teacher tests positive for COVID-19 and is required to self-isolate?

If a teacher tests positive for COVID-19, whether symptomatic or not, they are sick and they would access sick leave under their Regional or APSEA Agreement.

7. What happens if a teacher is directed to self-isolate by a medical professional or public health but not experiencing any symptoms?

If a teacher is not ill but has been advised to self-isolate due to COVID-19, then the teacher should be provided with paid leave pursuant to Article 31.03(i) of the Teachers' Provincial Agreement. This paid leave continues until the teacher is either no longer advised to self-isolate OR becomes ill. If the teacher becomes ill, the teacher's leave would change to sick leave pursuant to the Sick Leave Article in the teacher's Regional or APSEA Agreement.

Paid leave under Article 31.03(i) of the Teachers' Provincial Agreement is only available if the leave is not provided under sick leave or any other provisions of the collective agreements. This means that paid leave under Article 31.03(i) is only generally available while the teacher is self-isolated or quarantined AND not sick.

For clarity, teachers who are absent from school because they are self-isolating (pursuant to Article 31.03(i) of the Teachers' Provincial Agreement) may be required to work from home while self-isolating. If they require supports to do so, they should discuss their requirements with their Administrator.

As we know, Public Health has now discontinued contact tracing and providing letters to close contacts. Teachers will therefore not have this document to provide to their Administrator/Supervisor. Teachers who require Article 31.03(i) leave should inform their Administrator/Supervisor of the reason (eg. my child (name) tested positive on (date) and I cannot isolate from him/her, person (name) whom I was exposed to has tested positive and I have not yet tested negative but I will advise as soon as I am able to secure a test). NSTU has requested specific direction from the employer but nothing has been provided to date.

At January 14, 2022, the Public Health direction for close contacts is at www.nshealth.ca/information-covid-19-close-contacts.

Should teachers have questions/concerns after speaking to their Administrator/Supervisor about their specific scenario, they should contact the appropriate NSTU Executive Staff Officer.

8. Is there paid leave available should a teacher's child, parent or partner become ill with COVID-19?

Special Leave and Serious Family Illness Days are governed by the appropriate Regional or APSEA Collective Agreements which can be found here: <https://nstu.ca/nstu-members/member-services/contracts-agreements/regional>

Generally speaking, there are days available; however, the specific details of any possible leaves or days (including for example who constitutes family and the number of days provided) may vary slightly region to region. Therefore, the applicable Regional Collective Agreement must be consulted. Please contact your NSTU Executive Staff Officer should you have questions or concerns.

9. Is there paid leave available should a teacher's child, parent or partner need to be tested for COVID-19?

Special Leave Days are governed by the appropriate Regional or APSEA Collective Agreements which can be found here: <https://nstu.ca/nstu-members/member-services/contracts-agreements/regional>

Generally speaking, there are days available; however, the specific details of any possible leaves or days (including for example who constitutes family and the number of days provided) may vary slightly region to region. Therefore, the applicable Regional Collective Agreement must be consulted. Please contact your NSTU Executive Staff Officer should you have questions or concerns.

10. Can a teacher with an existing medical condition, which may put them at greater risk due to potential COVID-19 exposure, require or request that students wear masks beyond what is required by the employer?

Currently public-school students are required to wear masks in school. A teacher cannot enforce additional mask wearing in their classroom or school without authorization from their Employer. If a teacher has a medical condition that puts them at greater risk due to COVID-19 they should discuss this with their Administrator and go see their doctor. Following those discussions, the teacher may provide medical documentation to their Employer seeking an accommodation.

The teacher should discuss requesting an accommodation from the employer with their NSTU Executive Staff Officer.

11. Teachers who are pregnant – who do they contact to get the extra PPE that the province has offered? What happens if they are put off work by their doctor due to the risks?

If a teacher requires additional PPE they should contact/discuss this with their Administrator as soon as possible. They may be required to provide supporting medical documentation.

If a pregnant teacher is put off of work by their doctor due to any medical condition or increased risk they should discuss this with their Executive Staff Officer to review whether there are any applicable leaves in their Regional Agreements and/or discuss when to commence pregnancy leave.

12. If a student tests positive for COVID-19, will teachers at the site be informed, protected and will the site close?

It is the Employer (in consultation with/as directed by Public Health) and not the NSTU, who dictates the response in cases of COVID-19 exposure.

13. As an employee, what are the steps teachers must follow to report anything in the workplace that they feel is dangerous?

Teachers should:

1. Report immediately the situation to their supervisor (Principal);
2. If the supervisor does not remedy the situation to your satisfaction, report it to the Joint Occupational Health and Safety Committee or the Health and Safety Representative;
3. If the Joint Occupational Health and Safety Committee (or the Health and Safety Representative) does not remedy the situation to your satisfaction, report it to the Department of Labour and Advanced Education.

If the Joint Occupational Health and Safety Committee has unanimously advised the employee to return to work, the employee must do so or risk not being paid, even if they appeal to the Occupational Health and Safety Division.

14. Does an employee have the right to refuse to do a specific work assignment if they believe their health or safety is in danger?

Under section 43 of Nova Scotia's Occupational Health and Safety Act all employees in the province have a right to refuse to do any act at their workplace where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person.

Whether the employee has reasonable grounds for believing work is likely to endanger their health or the health of any other person will depend on their particular circumstances, including but not limited to:

- Whether there have been any suspected or confirmed cases of the virus at the workplace;
- vaccination status of the employee,
- whether anyone in the workplace has travelled internationally within the previous 14 • days, the employee's age,
- whether the employee has any underlying health conditions that make them more vulnerable,
- if the employee is pregnant or breastfeeding; and
- if the employer has provided equipment or imposed policies to protect the employee.

If an employee has a reasonable basis to believe that a specific work activity is likely to endanger their health or safety or the health and safety of any other person then they can refuse to do the work until:

1. The employer takes action to remedy the problem to the employee's satisfaction or;

2. The Joint Occupational Health and Safety Committee has investigated the situation and all members of the Committee advise the employee to do the work or;
3. A Department of Labour and Advanced Education Officer investigates the situation and advises the employee to do the work.

15. What procedures must be followed when refusing unsafe work?

If an employee is going to refuse to do any act at their workplace where they have reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person, these are the steps they should follow:

1. Report to the supervisor (Principal) that they refuse to do the work;
2. If the problem is not remedied to the employee's satisfaction, the employee should then report it to the Joint Occupational Health and Safety Committee or the Health and Safety Representative;
3. If the problem is still not remedied to the employee's satisfaction, the employee should report it to the Department of Labour and Advanced Education.

Teachers are encouraged to contact the Executive Staff Officer assigned to their region to consult on this process.

16. Can a teacher be reassigned to other work if they refuse unsafe work?

The Employer may reassign an employee who has refused unsafe work to alternative duties during the period of their work refusal, subject to any relevant restrictions in the applicable Collective Agreement.

17. Are all our governing laws and collective agreements still in effect or are they impacted by the current State of Emergency in Nova Scotia?

Yes. Currently all laws governing teachers and applicable Collective Agreements remain in effect.

18. If a teacher is approached by media, what should they do?

Please refer any inquiries/contacts you may receive to Public Relations at the NSTU Central Office - Angela Murray, amurray@staff.nstu.ca, or Mark Laventure, mlaventure@staff.nstu.ca.

19. Will teachers be expected to give up marking and preparation time to cover classes for other teachers? Is there a limit on this?

Covid-19 should not affect teachers' marking and preparation time. However, not unlike in previous school years, despite best efforts, situations may sometimes occur where a teacher is asked to cover another teacher's class, giving up their own marking and preparation time. This loss of marking and preparation time would be managed as outlined in Article 59.05 of the Teachers' Provincial Agreement

which states that a teacher who is required by the Principal to fill in when a substitute is not hired pursuant to 32.23 shall have the lost marking and preparation time rescheduled within 10 school days.

If this occurs, you should follow the direction of your Administrator and contact your Executive Staff Officer.

20. “Nova Scotia’s Back to School Plan” is a document created by the EECD with support from other parties, including the NSTU. What part did the NSTU play in its creation?

While Nova Scotia’s 2021-22 Back to School Plan belongs to the Government, the NSTU has been consulted on their plan and continues to constantly push for transparency as well as increases and attention to staff and school safety.

21. The Province has announced a vaccine mandate for teachers. Under what authority is this done?

Section 32 of the Health Protection Act gives the Chief Medical Officer of Health the legal authority to issue Public Health Orders in a pandemic. The Public Health Order #3 was restated on October 6, 2021, and includes a number of “Protocols”. These Protocols are incorporated, by reference into the Public Health Order, and in effect have the force of law. The “Covid-19 Mandatory Vaccination Protocol in High-Risk Settings” (the “Protocol”) provides details of the vaccine mandate for teachers (and other professionals) and can be found here: <https://novascotia.ca/coronavirus/docs/COVID-19-Protocol-for-mandatory-vaccination-high-risk-settings-en.pdf>.

We expect that EECD will issue implementation guidelines regarding the vaccine mandate. When this occurs, the NSTU will review them for compliance with the law and the Collective Agreements.

22. I have a medical condition that prevents me from receiving the vaccine. What can I do?

The Protocol of October 6, 2021 (link above) provides for narrow and specific medical exemptions from the vaccine mandate. Section 3.1.2 of the Protocol provides that written proof of a valid medical contraindication against receiving the COVID-19 vaccine must be provided by either a physician or a nurse practitioner. Your physician or nurse practitioner may complete and sign a Valid Certificate of Contraindication for COVID-19 Vaccination letter attesting that the teacher (their patient) has a valid medical contraindication that prevents vaccination approved by the Chief Medical Officer or Health setting out: that the person cannot be vaccinated against COVID-19 based on one of the following valid medical contraindications:

- A history of severe allergic reaction (e.g. anaphylaxis) after previous administration of a COVID-19 vaccine using a similar platform (mRNA or viral vector).
- An allergy to any component of the specific COVID-19 vaccine or its container.
- A history of major venous and/or arterial thrombosis with thrombocytopenia following vaccination with the AstraZeneca COVID-19 vaccine.
- A history of capillary leak syndrome following vaccination with the AstraZeneca vaccine.
- A history of myocarditis and/or pericarditis after a first dose of an mRNA COVID-19 vaccine.

- Experienced a serious adverse event after receiving a first dose of COVID-19 vaccine. A serious adverse event is defined as life-threatening, requires in-patient hospitalization or prolongs existing hospitalization, results in persistent or significant disability/incapacity, or in a congenital anomaly/birth defect, and,

The effective time period for the medical contraindication.

The Protocol also contains a “Medical Accommodation Request Form” at Appendix B. This form, and the Physician/nurse practitioners Certificate, must be completed and provided to your Employer.

If you have a medical condition that is not listed above, and prevents you from receiving a COVID-19 vaccination, then you should provide your employer with medical documentation from your doctor that is as detailed as possible and states that you have a medical condition that prohibits you from receiving a COVID-19 vaccination. Teachers are encouraged to consult with the NSTU Executive Staff Officer assigned to their region regarding this process.

23. I object to the vaccine mandate on religious grounds. How do I seek an exemption?

The Protocol (link above) contemplates an exemption (at 3.1.3) from the vaccine mandate based on Human Rights Act grounds. Section 3.1.3 provides that, before November 30, 2021, teachers must provide the employer with proof of vaccination or written proof of a valid medical contraindication or:

“Written proof of an exception due to a prohibited ground of discrimination under the Nova Scotia Human Rights Act. However, nothing in this Protocol obligates the employer to grant an exception due to a prohibited ground of discrimination under the Human Rights Act. Employers shall make their own determination regarding such exceptions in accordance with the Human Rights Act”

The Protocol does not provide any further direction on applicable grounds or accommodations. However, "Religion" is a protected ground under section 5(1)(k) of Nova Scotia's Human Rights Act. Any teacher requesting an exemption based on religious grounds should make the request in writing to the employer and share as much information as possible about their belief, its sincerity and any direction from their Church (if it is an established religious practice). There is no guidance in the Protocol or from the employer at this time about what will and what will not be accepted as a religious exemption. Teachers are encouraged to consult with the NSTU Executive Staff Officer assigned to their region regarding this process.

24. What if the employer denies my request for a medical or religious exemption?

A teacher who is denied a medical or religious exemption has the right to file a grievance and/or file a complaint pursuant to the Human Rights Act with the Human Rights Commission. The NSTU will assess each grievance on its specific facts and supporting documentation, and seek legal advice regarding how to proceed. Teachers are encouraged to consult with the NSTU Executive Staff Officer assigned to their region regarding this process.

Teachers who are not partially or fully vaccinated by November 30th, even if a grievance is in progress, should expect to be placed on unpaid leave by the employer.

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