

## **RECOMMENDATIONS FROM THE NSTU**

### **Recommendation #1**

Amend Section 13

Remove the words "Notwithstanding any right in" and replace it with the words "Subject to"

### **Recommendation #2**

Remove Section 16(1)(e) in its entirety

### **Recommendation #3**

Schedule A, Article 16 remove the wage increase proposed and insert the following wage increase:

April 1, 2017 – 2%

April 1, 2018 – 1%

### **Recommendation #4**

Remove Article 21 and insert agreed upon Article 31.10 – Other Absences of the tentative Agreement #3 as follows:

31.10 (i) (a) Effective August 1, 2017, permanent, probationary and teachers with a term contract of a minimum of 175 days will be provided 2 days of leave with pay per school year for self-directed preparation/development of the teacher.

(b) Effective the signing date of this agreement, permanent, probationary, and teachers with a term contract of a minimum 175 days will be provided 1 day of leave with pay during the remainder of the 2016-2017 school year for self-directed preparation/development of the teacher.

(ii) Notwithstanding 31.10(i)(a), teachers eligible for leave pursuant to 31.10(i)(a) who teach less than the full year or less than full time shall have such leave calculated according to the percentage that the number of teaching and claimable days is to the number of days in the school year. The amount so determined shall be rounded off to the nearest half day.

(iii) Teachers cannot use leave pursuant to (i) during scheduled events that cannot be adequately altered, which include:

(a) Parent/teacher interviews;

(b) Meet the teachers nights;

- (c) Exam(s) written by their own students;
- (d) Scheduled formal evaluations of the teacher.
- (iv) Leave under (i):
  - (a) Shall be requested in advance;
  - (b) Can be taken in half day or full day increments;
  - (c) Is subject to the availability of a substitute teacher;
  - (d) Is subject to the requirement to appropriately staff the school;
  - and
  - (e) Shall not be unreasonably denied.

**Recommendation #5**

Remove Article 22 – Article 68C – Council to Improve Classroom Conditions and in its place, insert:

**Partnership on Systemic Working Conditions**

.01 The parties to this agreement shall establish a Partnership on Systemic Working Conditions consisting of a maximum of three (3) representatives of the Nova Scotia Teachers Union, a maximum of three (3) representatives of

the Department of Education and Early Childhood Development, and a maximum of one (1) representative of each School Board.

- .02 The purpose and mandate of the Partnership is to study and make recommendations to the members of the Partnership for implementation on systemic demands on teachers' time that may limit teachers' ability to facilitate student learning and success.
- .03 The Minister shall provide the Partnership with an annual budget to address systemic working conditions. The Partnership shall develop a plan for the expenditures of the allocated budget specific to the priority items in .08 and .09.
- .04 The Partnership shall be co-chaired by one representative from each of the Department of Education and Early Childhood Development and the Nova Scotia Teachers Union. The co-Chairs shall jointly report to the parties the agreed recommendations of the Partnership.
- .05 (i) The co-Chairs shall annually appoint, by mutual agreement, a neutral facilitator, whose role is to assist the parties in effective dialogue.
- (ii) The facilitator shall attend all meetings of the Partnership unless the co-Chairs mutually agree otherwise.

(iii) The initial facilitator shall be appointed within ninety (90) days of signing of the Agreement.

(iv) Annual appointment of the facilitator shall occur by August 15<sup>th</sup> of each year.

(v) Costs of the facilitator shall be equally shared by the parties to this Agreement.

.06 (i) The Partnership shall meet, at a minimum, bi-monthly during the school year unless the parties determine otherwise.

(ii) The co-Chairs shall set the meeting dates for each school year by August 15<sup>th</sup> of the school year.

(iii) The co-Chairs shall set the agenda for each meeting at least two (2) weeks prior to the meeting.

.07 Studies on any identified issues shall be completed within six (6) months of the issue first being discussed by the Partnership or such other time period as the Partnership may deem appropriate. Studies will be conducted by the Partnership directly or by a working group struck through the Partnership. Recommendations will be made on the basis of consensus. In the event that the Partnership cannot reach consensus, recommendations may be made with the agreement of both Co-Chairs.

- .08 While not limiting the general mandate of the Partnership, the Employer and the Union have agreed on a number of priority issues they wish the Partnership to consider. The following areas shall comprise the Council's initial focus:
- a. Data collection and reporting
  - b. Scope of practice for teachers
  - c. Assessment and evaluation
  - d. Planning for student success
  - e. Technology and work processes
- .09 The Partnership shall develop a process to identify any additional priority areas which may be added, provided they are systemic in nature, for consideration by the Partnership. Examples may include identified trends and systemic issues from the Class Climate Review Teams and/or the Working Conditions Review Team
- .10 In the event that consensus or agreement on recommendations cannot be reached in accordance with .07, either co-Chair may request that the remaining dispute or barrier be forwarded to an Arbitrator in accordance with this Article. Where the facilitator determines that all reasonable

attempts have been exhausted to form a recommendation, the facilitator shall forward the dispute to the Arbitrator as set out below.

- (i) The decision of the Arbitrator shall be final and binding upon all parties concerned.
- (ii) The Arbitrator shall not reach any decision inconsistent with the terms and conditions of this Agreement, nor alter, amend, or modify any of the provisions thereof.
- (iii) The co-Chairs shall, annually, agree on a list of three (3) arbitrators. The initial list of three (3) arbitrators is contained in Appendix G.
- (iv) The co-Chair receiving the request for arbitration shall select the arbitrator from the list of three (3) arbitrators identified in (iii). In the event that the parties jointly request arbitration, the arbitrator shall be mutually agreed on from the list of three (3) arbitrators identified in (iii) or, if the parties cannot agree the arbitrator shall be chosen by draw from the list of three (3) arbitrators.
- (v) The Arbitrator shall not have the authority to create, change, alter, or modify policy. Creation of policy is within the exclusive jurisdiction of the Minister or School Boards as appropriate. Notwithstanding, in any dispute concerning the interpretation, application, and

administration of an existing policy, the facilitator or Arbitrator has the jurisdiction to interpret and apply the policy to the system conditions which gave rise to the issues.

- (vi) Matters referred to arbitration shall be heard on the expedited basis with a hearing or submissions within thirty (30) days of the referral. The Arbitrator shall have full authority over the process. The Arbitrator has no authority with respect to expenditure of monies unless the following occurs:
  - (a) No expenditure proposal may be approved unless the subject and specific proposal was presented to the Partnership, pursuant to .08 and .09;
  - (b) The Arbitrator may not approve a proposal that causes the Partnership to exceed its annual budget; and
  - (c) The Arbitrator may not approve any specific budget proposal in excess of \$250,000 in a school year;
  - (d) Notwithstanding (c), the co-Chairs may agree to submit a specific issue to arbitration in excess of the \$250,000 limit.
- (vii) The Arbitrator shall render a decision within thirty (3) days of receipt of submissions, or such other period as the parties mutually agree.



(viii) Costs of the Arbitrator shall be equally shared by the parties to this Agreement.