

PS Submission Forms

PS Negotiations

Provincial Negotiations Bulletins

Regional Meetings

Work to Rule

Strike FAQ



**[Click here to download a PDF of a document entitled "Teachers are ready to act to improve learning conditions."](#)**

### **FAQs regarding potential Strike/Lock-out**

[Click here to download a PDF of the FAQs listed below](#)

#### **How will NSTU representatives and Local leaders be identified?**

NSTU representatives will be the strike captains on the ground at each picketing site "Strike Official" toques will be provided.

#### **What about picket signs?**

Each school site team will be provided with adequate signs to share among the various shifts.

#### **What are expectations for conduct on the picket line?**

Members should be professional, use appropriate language and refrain from aggression/violence. Members should follow instructions from police or local authorities and ensure that picket locations are kept clean.

#### **What do I receive for pay if we go on strike?**

Permanent, probationary and term teachers who allow their name to be placed on a picket line roster and attend as scheduled will receive strike pay of \$50. per day, excluding weekends, plus \$15. per day for each dependent living in the member's household. A maximum of one \$15. supplement is available for any dependent. "Dependent" is as defined in the NSTU Group Insurance Plan.

#### **Is strike pay the same for everyone?**

Yes, all permanent, probationary, and term teachers including members of the Provincial Executive receive the same rate of strike pay.

#### **I am a term teacher. What happens to my term status?**

Days on strike will not count as days "taught and claimed". Accordingly, these days will not count for term service unless an alternate arrangement is made between the NSTU and the Employer at the conclusion of a strike.

#### **I am a substitute teacher. Will I receive strike pay?**

Substitute teachers are not eligible for strike pay and should contact Service Canada in the event of a strike to determine eligibility for benefits.

#### **What if I am on Maternity Leave?**

You will continue to receive your Employment Insurance benefits. If you are receiving an allowance from the School Board in addition to EI, the Employer may stop that allowance. **If you are receiving EI, Service Canada's position is that you must not participate in any type of job action.** Members who are eligible for EI maternity/parental benefits in the coming months are encouraged to make application to the School Board as soon as possible. If an EI leave begins during a strike, an application made to the School Board prior to the commencement of the strike may be advantageous when Service Canada considers the application.

#### **What if I am on Injury on Duty Leave or LTD?**

If a member is on Injury on Duty leave or LTD when the strike commences, we would expect the leave to continue for its duration.

#### **What if I am on sick leave?**

This is a difficult question to answer as it will be the Employer that decides whom to pay and not pay. We expect that a member on extended sick leave of at least several consecutive weeks will continue to be paid. On the other end of the spectrum, a member who was out sick for a few days before the commencement of a strike is not likely to be paid. **In the event of a strike, any member who continues on paid sick leave must not participate in job action.**

#### **How would a strike affect approved leaves under Article 60 – Professional Development Fund?**

A teacher on an educational leave during a strike may have their pay stopped in the same way as if the teacher had not been on educational leave. A teacher who attends a conference according to a pre-approved conference grant may not have their expenses paid as expected. We would not expect eligibility for professional development grants ("course" grants) to be affected, provided the teacher is under contract with the School Board as of the beginning and ending dates of the course. However, the Professional

Development Fund Committee would not meet and conduct business during a strike, but would resume its function and duties once the strike has been terminated.

**I have/need another job. If I do my picket duty, may I keep this salary plus my strike pay?**

A member is free to find employment with another employer during the strike. Provided that the other job does not prevent you from attending scheduled picket duty or involve tutoring of students or other unauthorized work pursuant to NSTU Operational Procedures, you are entitled to your salary plus strike pay.

**What happens to my benefits?**

If the NSTU were to go on strike, the Employer is likely to stop paying its portion of members' premiums for medical and other benefits. These plans belong to the NSTU through the NSTU Group Insurance Trustees. In the event of a strike, we expect the Trustees to make arrangements with providers to continue coverage and defer payment of premiums by members until the conclusion of the strike.

***Please be advised that the following provisions will apply to the NSTU Group Insurance Programs in the event of a strike.***

All carriers / insurers have agreed to the following provisions:

1. If a strike occurs, the carriers / insurance companies would be prepared to extend coverage for up to a three month period. Subject to their approval, coverage may be extended beyond this point, based on the circumstances at that time.
2. The carriers / insurers are agreeable to having premium arrears paid over the number of months equal to the number of months the strike lasts (i.e. if the strike lasts for three months, the back premium will be paid over the three months following return to work).
3. For those teachers that do not return to work after the strike for whatever reason, the Administrator will make every reasonable effort to collect premiums. For example, those teachers retiring should have pension funds, which are accessible.
4. If a Member becomes disabled during the strike, benefit payments will not commence until the later of the date the qualifying period is satisfied or the scheduled return to work date after the strike has ended.
5. With respect to the Home and Auto coverage: If a strike occurs, the insurer is agreeable to having premium arrears paid over the remaining number of months in each individual policy term. Premiums will be monitored to ensure that excessively large deductions do not occur.
6. For Members who have payroll deductions with respect to payment(s) to Teachers Plus Credit Union, please contact the TPCU to discuss any concerns you may have.

If you have any questions, please do not hesitate to contact Paul Sarty, at Johnson Inc., 902-453-9552 or 1-800-453-9552 (toll-free).

Click here to download a PDF of the information on NSTU Group Insurance coverage in the event of a strike.

**What health and safety instructions/supplies should be considered for the picket site?**

NSTU representatives should inspect each picket site at the beginning of each shift to ensure member safety. Local Job Action Committees should give consideration to providing first aid kits to each school site team.

**What if non-members want to join the picket line?**

NSTU representatives are the NSTU Strike Official on-site. They should indicate to non-members that the NSTU is not responsible for non-member safety on the picket line. For safety reasons, we strongly discourage members from bringing their own children to picket duty.

**What if there is inclement weather on a day that picketing is scheduled?**

Local Job Action Committees should consider cancelling picket shifts (and crediting members with having attended) where weather conditions may endanger members.

**What if a member cannot picket for medical reasons?**

The Local Job Action Committee may excuse a member from picket duty for reason of disability. This accommodation should be supported by medical documentation. The member should provide the Local Job Action Committee a note or letter from their doctor confirming that due to injury or disability the member is medically unable to perform picket duty. If sufficient documentation is provided, the Chair/President shall assign the member to alternate duties in order for the member to receive strike pay.

**What if a member cannot picket for religious reasons?**

The Local Job Action Committee may excuse a member from picket duty for reason of religious objection. The member should provide written documentation signed by their clergy/religious leader stating that the member is a practicing adherent and that picket duty contravenes the religious obligations of the member. If sufficient documentation is provided, the Chair/President shall assign the member to alternate duties in order for the member to receive strike pay.

**What if a member is absent due to illness or for any other reason misses a scheduled picket shift?**

A member who does not attend their picket (or other) duty as scheduled will not receive strike pay for that day. An alternate make-up shift may be offered to the member if possible, at the sole discretion of the Chair/ President, upon request of the member.

**What if a member has a scheduled medical appointment/procedure or other appointment that will interfere with picket duty?**

A member may request of the Chair/President in advance to *not* be scheduled at a certain time/date with a view to nonetheless completing the minimum picket duty to receive strike pay. Whether this arrangement is possible is at the sole discretion of the Chair/President.

**Will all members be required to perform picket duty?**

Members of the Local Job Action Committee will work much more than 15 hours per week and may not be assigned to picket duty.

**What do I do if a member asks to picket somewhere other than with their school team?**

The Local Job Action Committee should consider allowing members to change school teams within the Local in cases of hardship. The member should be asked to put their reasons for the request (details of the hardship that would occur were they to picket with their school team) in writing. The Local Job Action Committee will consider the request and may authorize a member to change school teams within the Local for the duration of the strike, where absolutely necessary. If this authorization is granted, the Local Job Action Committee should inform the school site representatives for both schools so that the member can be removed from the original school site list and added to the receiving school site list. The Local Job Action Committee Strike Pay Coordinator must inform the Provincial Job Action Committee Finance Sub-Committee so that the moving member's strike pay is properly processed and sorted.

If a member wants to change Locals for the duration of the strike, the same process should be followed and if the Local Job Action Committee approves the request, the Local Job Action Committee should make the request on behalf of the member to the receiving Local President. If the receiving Local President is agreeable, the Local Job Action Committee Strike Pay Coordinator of the receiving Local should assign the member a school site in the receiving Local and inform

#### **What do teachers with administrative responsibilities do during a strike?**

Before a principal or vice-principal withdraws their services and participates in the strike, they shall provide for the safe dismissal of pupils, provide for the security and maintenance of the building, and report to the person in charge of the school system that the necessary provisions concerning safety of the pupils and the security and maintenance of the building have been completed. (This would only be required if a strike began mid-school day.) Teachers with administrative responsibilities working at Board offices or alternate worksites that do not require this task be completed, would participate in the strike along with all other members in their bargaining unit.

#### **How do I support members who are concerned about having to incur parking expenses?**

Members will find this process very taxing financially and parking and other expenses will be of concern. Members should be encouraged to carpool and some Locals may consider rental of vans or buses for some events. Ensure that licensing and insurance requirements are met.

#### **Will the Government pass legislation to prevent or end a strike?**

This would be a decision of Government. In this scenario, our terms and conditions of employment would depend on the content of the legislation.

#### **How long could a strike last?**

A strike would last until a tentative agreement is reached and approved by the membership or an agreement is imposed.

#### **Do I have to picket?**

Legally, you are not required to picket. However, the strength of a picket line often determines the outcome of job action, so more people on the line can lead to shorter strikes. As well, you only collect strike pay if you perform picket duty. (Exceptions will be made in the case of disability.)

#### **How often and how long do people have to picket?**

The frequency and duration of picket shifts are as decided by the Local, scheduled from Monday to Friday. You should remember that those members who are serving on the Local or Provincial Executive will all be working much longer days for the same strike pay.

#### **What if I don't believe in strikes?**

For almost everyone, the decision to take strike action is a painful one and can be justified only after everything else has failed. Most people will support strike action if they believe that the cause is worthwhile and no other actions have worked. People who cannot bring themselves to picket can support the strike simply by staying away from work. However, picket duty is required of those receiving strike pay.

#### **What happens if I cross the picket line?**

Legally any individual can choose to cross a picket line and go to work. However, this usually leads to substantial morale deterioration amongst the bargaining unit.

#### **What about non-NSTU employees? Will they cross our picket line?**

Non-NSTU employees will almost certainly be working under collective agreements and employment contracts that remain in effect. NSTU pickets will not impede such employees from attending work.

#### **What about my mortgage, rent, credit cards, loans, etc.?**

You are responsible for your debts. However, most financial institutions will help you put together a plan to deal with your individual situation should strike action occur. Many financial institutions will allow you to reduce payments or pay only interest charges during a strike.

#### **What if I am experiencing financial or other problems, what can I do?**

In the case of extreme hardship a member may apply for special compensation via the Local to the Provincial Executive.

#### **How do I support member who are stressed and having difficulty coping?**

Beyond the services available through our health care system, in our communities and through Blue Cross, the NSTU Member Assistance Program 1-800-565-6788 or 1-902-477-5621 and Resilience 1-877-955-6788 for English and 1-514-875-0720 for French, will continue to operate during a strike. Use contract number #39146 if using the Resilience Website. [www.myresilience.com](http://www.myresilience.com).

#### **Can the Employer lock us out?**

Once 14 days have elapsed after the conciliation officer files his report, the Employer could lock out employees, upon provision to the Union of 48 hours' notice.

#### **What happens if the Employer locks us out?**

Strike pay is the same in a lock-out as it is in a strike.

### **If I am approached by the media what should I do?**

Please refer them to NSTU Central Office, the media will understand. Be careful what you say as it may be taken out of context and reported.

### **Is the Teachers' Pension Plan part of the Teachers' Provincial Agreement?**

No, the Teachers' Pension Plan is governed under by the following legislative documents:

- Teachers' Pension Act
- Teachers' Pension Regulations
- Amendments to Teachers' Pension Plan Disability Regulations - Section 13, 16, 17 and 19
- Amendments to Teachers' Pension Plan Regulations - Age 71 Rule - Sections 11 and 25
- Appeals Procedure
- Trust Amending Agreement

### **What can the NSTU Reserve Fund be used for?**

The By-Laws of the Union state that:

- The NSTU shall set up a Reserve Fund which shall be administered by the Executive subject to the ratification by Council and shall be maintained by amounts voted annually by Council.
- Council may also approve use of an amount from the Reserve Fund for operational purposes. Council shall review any such amount annually. Following such reviews, Council may vary the amount. Council's authority to establish and/or vary the amount from the Reserve Fund shall be exercised by a majority vote of the whole Council.
- The Fund may be used:
  - when the NSTU incurs reasonable costs in prosecuting a legal strike;
  - as a source for loans within the NSTU for purposes of expansion or development;
  - for expenditures or loans in cases of emergency.
  - the amount of the Reserve Fund to be used to balance the operating budget shall not exceed \$350,000 per year.

### **If Bill 148 is passed and proclaimed, what will happen to a teacher's salary?**

Bill 148 provides for maximum salary increases. For public school teachers, the effect of Bill 148 is that the maximum salary increase that the NSTU can negotiate is:

- August 1, 2015 - 0%
- August 1, 2016 - 0%
- August 1, 2017 - 1%
- August 1, 2018 - 1.5%
- July 31, 2019 - 0.5%

### **If Bill 148 is passed and proclaimed, what will happen to my Service Award?**

Service Awards will be based on service accrued up to and including March 31, 2015 and paid based on the salary on March 31, 2015.

### **How is my Service Award calculated?**

The calculation varies from teacher to teacher due to grand parenting provisions in the Service Award articles. Guidelines for calculating your Service Award are outlined below:

- Annapolis Valley Regional School Board
- Cape Breton Victoria Regional School Board
- Chignecto-Central Regional School Board
- Conseil Scolaire Acadien Provincial
- Halifax Regional School Board
- South Shore Regional School Board/Tri-County Regional School Board
- Strait Regional School Board

The Service Award articles in place prior to 2002 can be found here.

### **Who is on the NSTU's negotiating team?**

The NSTU's negotiating team is comprised of

- Liette Doucet (President)
- Shelley Morse (Past-President)
- Wally Fiander (First Vice-President)
- Jane Dorey (Member Richmond Local)
- Joan Ling (Executive Director)
- Pam Langille (Staff)
- Janine Kerr (Staff)

- Jack MacLeod (Staff Negotiator)
- Ron Pink (Lead Negotiator)

### **Who is on the Department of Education and Early Childhood Development's negotiating team?**

The Department of Education and Early Childhood Development's negotiating team is comprised of:

- Ron MacLeod (External Lead Negotiator)
- Angela Kidney (Director, School Board Labour Relations)
- Sandra MacKenzie (Deputy Minister)
- Karen Gatien (Associate Deputy Minister)
- Lauren Scaravelli (Legal)
- Ford Rice (Strait Regional School Board Superintendent)
- Allison McGrath (Chignecto-Central Regional School Board Director of Human Resources)
- Nancy Pynch-Worthylake (Nova Scotia School Boards Association Executive Director).

### **Why do we have legal counsel on the negotiating team?**

The NSTU law firm has provided advice throughout the negotiations process in the past to assist staff in developing the package, preparing arguments, formulating language for amendments and tentative agreements, and finalizing the contract for signing. Because of the unusual approach by government to negotiations in this round of bargaining, the Executive Director, in consultation with the President and Provincial Executive, decided to have legal representation at the table in this round of negotiations.

For the first time in the history of negotiations, the government released their package to the public prior to negotiations by listing the articles of the contract that the government wished to amend, to its benefit. That list is found on page 17 of the Minister's Action Plan. It was released on January 29, 2015, eight months before the opening of negotiations.

However, it was not just the page 17 items that were objectionable to the Union. It was also government's frequent reference to the fact that legislative and regulatory changes might be required to implement the Action Plan and in our meetings with the Department. The Union must seek advice from our law firm regarding any such legislative or regulatory changes, including whether to challenge any such changes. When the decision was made to have legal counsel at the table, the threat of legislative changes was a very real possibility. The Union has observed other organizations be unsuccessful in protecting their teachers from anti-union legislation.

It was truly objectionable to the Union that the government surveyed 19000 Nova Scotians to come up with an Action Plan that suggests stripping clauses from our contract. The government then surveyed teachers directly regarding professional development, without going through the Union. This may be bargaining in bad faith. We want legal counsel at the table to ensure that if and when there is evidence of bad faith bargaining, we are ready to file a complaint with the Labour Board. We need to be proactive and prepared for this unorthodox set of negotiations that the Union has been thrown into by government. The lawyer the Union has representing it at the table has over 40 years of negotiating experience both provincially and nationally and is a well-respected negotiator. The Union wanted someone with negotiation and legal expertise at the table to advise it with respect to threatened legislation and bad faith bargaining. The threat of legislation is now very real and may not only be limited to wage restraint. The government's proposals are back on the table and the Union needs to be ready for possible legislative and regulatory changes in this most unusual set of negotiations.

It is important to note that the Union still has our full negotiating team at the table, including two staff members. There has been no change in the process of developing the package, preparing the proposals, preparing the negotiations bulletins, editing the package, etc. It is all done at the direction and approval of staff. The Union's lead negotiator will continue to be the spokesperson at the table with respect to articles of the contract being negotiated, preparing with other staff any language edits or changes to the package, and preparing and rolling out any tentative agreement.

### **Why are there not more details of what's going on in the Provincial Negotiations Bulletins?**

One of the most difficult situations that occur in bargaining is when the parties reach an impasse that threatens to halt any further forward movement. Therefore, it is critical to agree on a set of ground rules of engagement for both parties to follow while engaged in bargaining. Typically, it is understood that all discussions that take place between the parties are confidential, and unless there is an agreement to do otherwise, the information is to remain between the parties and not to be shared with anyone else. The decision to impose a media blackout while in negotiations was agreed to by both parties, the NSTU and the Minister of Education and Early Childhood Development of the Province of Nova Scotia.

A media blackout means that neither side can disclose details of what is taking place at the table. The rule applies to outside media, like newspapers and television, as well as to communications within our own membership. That doesn't mean that we won't be communicating with members around solidarity-building or procedural/general information such as the information found on the Negotiations FAQ section of the NSTU website. It just means, by mutual agreement, we can't reveal what's actually taking place at the bargaining table. The media blackout will be lifted once the two sides have reached a tentative agreement. You may recall that members received more details and information regarding the discussions at the Regional Meetings this past November when a tentative agreement was reached and presented. However, now that the parties have returned to the table, the media blackout is once again in effect.

As with any round of collective bargaining and as outlined in the NSTU Operational Procedures (OP 22. A (vi)), the NSTU will send out confidential bulletins to NSTU representatives, Local Presidents and Provincial Executive members during negotiations. However, these bulletins contain only limited information such as the dates of negotiations, the items from the Opening Proposals that were discussed, and a list of items that have either been agreed upon or withdrawn.

Both parties need to focus on the goal of negotiating the best possible tentative agreement. It is important to understand that any tentative agreement reached is a package deal. Disclosing any content of the discussions or details regarding articles agreed upon or withdrawn at the bargaining table throughout the process interferes with the parties' ability to package the best deal at the end of the process. Taking this approach allows the parties to be frank with each other without the fear that their opinions will leave the room. It also gives the parties the freedom to explore ideas and positions they might otherwise not be prepared to entertain. Any breaches of this understanding have the potential to create a "chilling effect" on the negotiations that may result in an impasse being created that might not have occurred had this breach not taken place. Both parties need to focus on the task at hand of reaching the best possible tentative agreement. Taking the bargaining into the public domain hijacks the Union's time, energy and resources needed when trying to reach a deal to put out any fires caused by inaccurate information and other damaging comments made in the public domain. Essentially, both parties at the table must be able to save face and not feel taken advantage of. The more high-profile or controversial the issue, the harder this is, which is why

media blackouts are often needed. This is especially true with public sector bargaining as there is much greater interest on the media's part to find out what's going on in negotiations. A media blackout gives both parties the breathing room to discuss issues openly, which is vital when trying to get the best resolutions and decisions possible. Forcing either or both parties into the spotlight on issues force parties into a reactive and defensive mode that typically halts any movement towards the desired outcome.

The bargaining committee is respectful of knowing that members need updates during negotiations and appreciate the frustration that members may feel by receiving very limited information during negotiations. While this can sometimes cause the rumor mill to run rampant, the bargaining committee also needs to ensure that the information provided to members does not disadvantage the team throughout the process as they try to reach the best possible deal, which would ultimately disadvantage the entire membership if talks at the table were to break down. Please support your bargaining committee as we move through the bargaining process and work towards getting the best deal possible.

**What is the point of the bulletins if they contain such limited information?**

The purpose of the Provincial Negotiations Bulletins are to keep members abreast of when the bargaining teams are negotiating and provide members with a list of the items from the Opening Proposals that were discussed, including any items that have been taken off the table by either both parties reaching an agreement on that item or a party withdrawing their proposal.

**What does "items were discussed" mean?**

This means that the article listed was discussed at the negotiations table. The details regarding any content of the discussion, the depth or length of the discussion cannot be disclosed until a tentative agreement has been reached.

**What does "we have agreement on or have withdrawn articles/clauses" mean? Why doesn't the bulletin tell us whether there is agreement or not, or who withdrew what?**

This means that an article or clause may have been withdrawn by one or both of the parties, or both parties may have reached agreement on an article or clause. Tentative agreements are a whole entire package. The details regarding the outcome of individual articles or clauses cannot be disclosed until a tentative agreement is reached and an entire package can be presented.

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**If you would like to ask a question that is not answered above you may submit your question here.**

**\* Name:**

**\* Email Address:**

**\* Professional Number:**

**Post Your Question:**