

The Association is very pleased to share with you today that we have reached an agreement with the Department of Education and Early Childhood Development and the Nova Scotia Teachers Union regarding “Return to the Classroom”. Since August 1st of 2018 return to the classroom has been a central concern for administrators in the province and for teachers who are contemplating an administrative position. This agreement preserves aggregated service both as a teacher and administrator for the purposes of applying for NSTU positions and seniority. The dual elements of seniority and service are critical components when a path back to classroom teaching is being contemplated (either on a permanent or temporary basis), and as security for those who are exploring new opportunities outside of NSTU positions.

The Board of Directors fully endorses this tripartite agreement as it has an interest in the resolution of the issues raised in the NSTU Grievance and deems this settlement a fair and favorable expression of the principles in sections 16 and 22 of the *Public School Administrators Employment Relations Act*. This agreement is in effect while the Association is affiliated with the NSTU.

The following provides a high level summary of the settlement agreement. Further details are outlined in the full document found in the Member Hub section at PSAANS.ca

REASSIGNMENT TO CLASSROOM BY THE EMPLOYER IN ACCORDANCE WITH SECTION 16 OF THE ACT

- Upon being reassigned to a Classroom Teaching Position, the individual’s status changes from an Administrator to a Unionized Teacher effective the date of the reassignment to the Classroom Teaching Position.
- The individual becomes a member of the Union and is credited with all previous Union Seniority as well as all PSAANS Service.
- Salary is red-circled for the first year upon reassignment to a Classroom Teaching Position by the employer.

Reassignments During the School Year:

- The Administrator will be assigned to a position for the balance of the school year and the position occupied by the Administrator will be subject to the staffing provisions in the applicable Regional NSTU Collective Agreement for the subsequent school year.

- When the position is posted, the Administrator will be considered a surplus teaching for the purpose of staffing at that time and the employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of application or competition.

Start of the School Year:

- If the reassignment to the Classroom Teaching Position is to be effective at the start of the subsequent school year, the Administrator shall be considered a surplus teacher and participate in that staffing process in accordance with the provisions in the applicable Regional NSTU Collective Agreement in order to obtain a position for the subsequent school year.
- The employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of the application or competition.

REASSIGNMENTS IN ACCORDANCE WITH SECTION 22 – ELECTION OR REQUEST TO RETURN TO CLASSROOM

- Under Section 22 of the Act, an Administrator can either:
 - a) seek approval under the Regulations to return to a Classroom Teaching Position on a temporary basis or,
 - b) elect, under Subsection 22(3) of the Act, to return to a Classroom Teaching Position on a permanent basis.

Temporary Basis:

- An Administrator who receives approval to return to a Classroom Teaching position on a temporary basis will be eligible to apply as a permanent or probationary contract teacher (as applicable) for 100% full-year term status positions only. The employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of the application or competition.
- Upon effective date of reassignment, Administrator remains a member of PSAANS.
- Per the Regulations, salary is red-circled for the first year of a voluntary temporary return to a Classroom Teaching Position.

Permanent Basis:

- An Administrator who elects to return to a Classroom Teaching Position on a permanent basis will be considered as a surplus teacher when applying and competing for posted Classroom Teaching Positions with the applicable education entity. The employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of the application or competition.

- An Administrator, upon securing a Classroom Teaching Position via this process, the Administrator becomes a Unionized Teacher and a member of the Union and is credited with all Union Seniority and PSAANS Service.
- Salary is NOT red-circled for an Administrator who voluntarily elects to return permanently to a Classroom Teaching Position.

SURPLUS ADMINISTRATORS

- These provisions are in addition to any other surplus provisions that may be applicable to Administrators.
- If an Administrator is declared surplus by their employer, the Administrator is entitled to participate in the staffing process on the same terms and conditions as a Unionized Teacher engaged by the applicable education entity (with all previous Union Seniority as well as all PSAANS Service).
- An Administrator, upon securing a Classroom Teaching Position via this process, is credited with all Union Seniority and PSAANS Service effective the date they become a Unionized Teacher.
- Salary is red-circled for the first year of reassignment to a Classroom Teaching Position through this surplus process.