

This Settlement Agreement dated the 30th day of April 2020

In the matter of a grievance between:

**The Minister of Education and Early Childhood Development
of the Province of Nova Scotia**

(“the Employer”)

-and-

Nova Scotia Teachers Union

(“the Union”)

-and-

Public School Administrators Association of Nova Scotia

(“PSAANS”)

WHEREAS the Union filed a Grievance on January 10, 2020;

AND WHEREAS the Union and the Employer recognize that the Public School Administrators Association of Nova Scotia has an interest in the resolution of the issues raised in the Grievance and is properly considered a party to the settlement of those issues;

AND WHEREAS the parties have reached an agreement for the resolution of that Grievance;

THEREFORE, for and in consideration of the mutual covenants herein, the parties agree to the following terms and conditions in full and final settlement of the Grievance.

A. DEFINITIONS AND GENERAL PRINCIPLES:

1. Definitions

- a. “Act” means the *Public School Administrators Employment Relations Act*.
- b. “Administrator” has the same meaning as contained in the Act.
- c. “Classroom Teaching Positions” means all classifications and positions represented by Nova Scotia Teachers Union.

- d. "employer" means, in the case of a Regional Executive Director of Education, the Department of Education and Early Childhood Development and for all other administrators, the applicable education entity.
 - e. "PSAANS" means the Public School Administrators Association of Nova Scotia.
 - f. "PSAANS Service" means all service accrued by a member of PSAANS while employed as an Administrator with the applicable education entity, calculated to seniority in accordance with the applicable Regional NSTU Collective Agreement as if this service was completed as a Unionized Teacher in the applicable education entity.
 - g. "Regulations" means the *Public School Administrators Employment Relations Regulations*.
 - h. "Union" means the Nova Scotia Teachers Union.
 - i. "Union Seniority" means all service accrued by a member of the Union while employed with the applicable education entity in accordance with the applicable Regional NSTU Collective Agreement.
 - j. "Unionized Teacher" has the same meaning as contained in the Act.
2. In this agreement, unless otherwise stated, if an Administrator is considered to be a surplus teacher, the Administrator shall be eligible to participate in the staffing process in accordance with the provisions in the applicable Regional NSTU Collective Agreement on the same basis as a Unionized Teacher with the same employment status (permanent or probationary). Upon reassignment to a Classroom Teaching Position, the Administrator shall maintain their employment status (permanent or probationary).

B. REASSIGNMENT TO CLASSROOM IN ACCORDANCE WITH SECTION 16 OF THE ACT

1. This Section B applies to employer-initiated reassignments of an Administrator to a Classroom Teaching Position under Section 16 of the Act.
2. Employer initiated reassignments to Classroom Teaching Positions in accordance with this section can occur throughout the school year for exceptional or operational reasons or for personnel or performance related matters. The employer will advise the Union and PSAANS in advance of any employer initiated reassignment and will not unreasonably exercise its discretion to initiate such reassignments.
3. 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 at which time the individual becomes a member of the Union and is credited with all previous Union Seniority as well as all PSAANS Service.
4. Crediting of seniority pursuant to paragraph B3 only has effect while PSAANS remains affiliated with the Union in accordance with the Act.
5. If the reassignment to the Classroom Teaching Position occurs outside of regular staffing processes during a 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 teacher 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 the application or competition. In exceptional circumstances, with prior advisement to the Union and PSAANS, the Administrator may be placed in a permanent position at time of initial placement.

6. 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 the 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.
7. In accordance with Section 4 of the Regulations, an Administrator reassigned to a Classroom Teaching Position in accordance with this section shall receive a salary (including any administrative allowance, if applicable) for the first year of the reassignment to a Classroom Teaching Position of not less than the salary (including any administrative allowance, if applicable) the Administrator would have received had the reassignment not occurred.
8. Within ten (10) working days of a reassignment to a Classroom Teaching Position pursuant to Section 16 of the Act, the employer shall provide the Union and PSAANS the following information:
 - a. Name of the individual;
 - b. Original position;
 - c. General rationale for reassignment; and
 - d. Reassigned position.

For greater certainty, "general rationale" in paragraph 8(c) above refers to a high level overview such as would be the case in an accommodation situation and not to specific details of the situation.

9. For greater certainty, the employer maintains the rights accorded under Section 16 of the Act irrespective of whether PSAANS maintains its affiliation with the Union.

C. REASSIGNMENTS IN ACCORDANCE WITH SECTION 22 – ELECTION TO RETURN TO CLASSROOM

1. This Section C applies to voluntary requests made by an Administrator to return to a Classroom Teaching Position on a temporary basis or elections made by an Administrator to return to a Classroom Teaching Position on a permanent basis in accordance with

Section 22 of the Act and only has effect while PSAANS remains affiliated with the Union in accordance with the Act.

2. Upon the election by an Administrator to return to a Classroom Teaching Position on a permanent basis under subsection 22(3) of the Act or upon an Administrator receiving approval under the Regulations to return to a Classroom Teaching Position on a temporary basis, an Administrator shall participate on the same terms and conditions as a Unionized Teacher engaged by the applicable education entity in order to apply and compete for posted Classroom Teaching Positions with that entity. The employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of the application or competition.
 - a. Unless otherwise agreed between the parties, if the Administrator's request to return to a Classroom Teaching Position per this paragraph C2 is on a temporary basis, the Administrator will be eligible to apply as a permanent or probationary contract teacher (as applicable) for 100% full-year term status positions only.
 - b. If the Administrator elects to return to a Classroom Teaching Position on a permanent basis, the Administrator will be considered as a surplus teacher when applying and competing for posted Classroom Teaching Positions with the applicable education entity. The 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.
3. When the Administrator secures a Classroom Teaching Position for a subsequent school year the Administrator remains in an Administrator role up to and including July 31st of the preceding school year, and the effective date of the Classroom Teaching Position is August 1st of the subsequent school year unless the employing education entity agrees to an earlier effective date.
4. If the reassignment is made pursuant to the Administrator's election to return to a Classroom Teaching Position on a permanent basis, upon the effective date of the reassignment, the Administrator ceases to be an Administrator and member of PSAANS and becomes a Unionized Teacher and a member of the Union, and is credited with all previous Union Seniority as well as all PSAANS Service.
5. If the requested reassignment to a Classroom Teaching Position is approved by the employer on a temporary basis, the Administrator remains a member of PSAANS upon the effective date of the reassignment.
6. Notwithstanding paragraph C1, if the Administrator wishes to transfer to a different Classroom Teaching Position following the initial placement in accordance with this section the Administrator must transfer on the same terms and conditions as a Unionized Teacher engaged by the same education entity. In so doing, the Administrator will be credited with all previous Union Seniority as well as all PSAANS Service for the purpose of the application or competition. The 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.

7. Upon the reassignment of an Administrator to a Classroom Teaching Position under this Section C, the employing education entity shall provide the Union and PSAANS, within ten (10) working days of the resulting appointment, with the name of the Administrator and the administrative position they are vacating and the Classroom Teaching Position to which they have been appointed.

D. Surplus Administrators

1. If an Administrator is declared surplus by their employer, the Administrator is entitled to participate in staffing processes 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) and at the same time is entitled to follow the applicable provisions in place for surplus administrators. The employer will recognize all previous Union Seniority as well as PSAANS Service for the purpose of the application or competition. The 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. When a surplus administrator secures either a Classroom Teaching Position or an alternate administrative position, they are no longer considered "surplus" and the following provisions apply:
 - a) An Administrator who secures a Classroom Teaching Position in accordance with the surplus provisions remains eligible to apply for subsequent Classroom Teaching Positions as outlined in paragraph C6 above.
 - b) An Administrator who secures an administrative position in accordance with the surplus provisions is no longer eligible to apply for Classroom Teaching Positions as a surplus administrator on the same terms and conditions as a Unionized Teacher for the applicable entity for the duration of the staffing process applicable to the ensuing school year.
2. An Administrator declared surplus for this Section D only for whom a comparable (i.e. salary) administrative position is not found shall receive a salary (including administrative allowance, if applicable) for the first year in that position of not less than the salary the Administrator would have received had the reassignment not been made.
3. When an Administrator is reassigned in accordance with this Section D, the education entity shall provide the Union and PSAANS, within ten (10) working days of the reassignment, the name of the Administrator and the administrative position they last held.

E. Alternate Placement

1. Nothing in this Settlement Agreement prohibits an education entity placing, in accordance with the procedures as set out herein, an Administrator in a Classroom Teaching Position in the school where the Administrator last held an administrative position.

F. Grievances

1. The Union agrees that the grievance is finally resolved and settled.
2. The Union may grieve on behalf of its members an alleged violation of this agreement under the applicable Regional NSTU Collective Agreement or under Article 42 of the Teachers Provincial Agreement, as the circumstances require.

DATED at Halifax, Nova Scotia, this 30th day of April 2020.

**The Minister of Education and Early Childhood
Development of the Province of Nova Scotia**



Per: Angela Kidney
Director, School Board Labour Relations

Nova Scotia Teachers' Union



Per: Jack MacLeod
Executive Staff Officer – Member Services

Public School Administrators Association of Nova Scotia



Per: Ford Rice
Executive Director

