

# P|S|A|A|N|S MOU

## What does the MOU mean for Administrators?

### Compensation



Please refer to the May 24th letter from Deputy Minister Montreuil. Compensation is being addressed separately through the review.

- A new compensation framework for non-bargaining unit staff, creating a consistent approach across all RCEs/CSAP. PSAANS is a member of the advisory group established for the compensation review.
- Anticipated implementation date of August 2022 based on information distributed by the Deputy Minister.
- Since 2018 compensation grids have been set out in the Regulations of the Public School Administrators Employment Relations Act (PSAERA) instead of T&C of Employment.
- The PSAERA guarantees:
  - Administrators salaries must be increased by an amount proportionate to the amount by which the salaries of unionized teachers are increased.
  - Administrators salaries must not be less than the salaries applicable to the position immediately before August 1, 2018 along with the increases that have been applicable to unionized teachers (no one will have their pay reduced as a result of the review).

### Support for Leadership Development



- A \$350,000 multi-year funding agreement with EECD to support professional learning initiatives.
- These funds will help support the Association's ongoing capacity to promote and enhance both professional learning and leadership development for members.

Endorsed and adopted June 17th, 2021

### Terms & Conditions of Employment



The Board of Directors has unanimously endorsed these Draft Terms and Conditions. On June 22nd and 23rd a poll will be held to assess endorsement by the membership.

#### A NUMBER OF SUBSTANTIALLY REVISED SECTIONS ADDRESSING IDENTIFIED PRIORITIES.

- **Work Intensification (Sec. 10)**
  - Increase of two Advance Reporting Days per school year for a total of 7 for ALL administrators.
  - In scheduling these days off, the administrator will discuss with their immediate supervisor the need for backfill.
  - Extenuating circumstances requiring significant work outside the school year for school-based administrators requires a plan that may include days off in lieu during the school year.
  - In lieu time during the school year is also required for system based administrators who are required to work outside of the school year.
- **Protection of Benefits and Services – Legislated Guarantees**
  - Administrators are entitled to the same benefits (group insurance and pension) as teachers. Changes include:
    - Leave for Injury on Duty (Sec. 11)
    - Pregnancy Leave, Parental Leave and
- **Adoption Leave/SEP Plan (Sec. 12)**
  - Independent expert panel review of the Teachers' Pension Plan with mandate to consult broadly and conduct education sessions with all stakeholders, including Administrators, is ongoing.
- **Discipline (Sec. 8)**
  - Processes and practices regarding employment are to be fair, transparent and honest.
  - Principles of procedural fairness ensured in all employment related decisions including those related to performance and behavioural concerns.
  - Reasons for an investigation provided not later than 7 calendar days from the commencement of an impending investigation.
  - Investigations will be carried out as quickly and efficiently as possible.
  - Administrators will be provided an opportunity to respond to allegations and provide additional information prior to a final decision by the Employer.
- **Recruitment and Retention (Sec. 1, 3, 9, 17)**
  - Administrators may engage the Association throughout the entire process.
  - Principles of progressive discipline will be applied.
  - Employee Appointments – Permanent jobs must be advertised and available for application to all administrators within the Education Entity.
  - Acting Appointments - Sets timelines for changing from In-Charge to Acting appointments and establishes rate of pay /retroactive pay and duties performed.
  - Employee Resignation - letters of resignation may be for a date of termination other than the end of the school year
  - Administrator Movement – between administrative and classroom positions:
    - Administrators may elect to return to the classroom on a temporary or permanent basis.
    - Provisions to protect the administrator's original position if a teaching position is not secured

## Terms & Conditions of Employment cont.

- Return to the classroom must be in accordance with the settlement agreement between the NSTU, DEECD and PSAANS dated April 30, 2020.
  - Subject to provisions “Employee Appointments” – to define protections for administrators moving to temporary positions, or permanent positions, subject to the provisions of the PSAERA regulations.
- **School Closures and Other Absences (Sec. 15)**
    - Subject to subsection (2), where an Administrator’s assigned school or other regular place of work is closed to students and/or other employees on a regular work day, an Administrator may be required to report to work:
      - At their assigned school or other regular work location
      - Remotely from their home or other location agreeable to the Administrator’s immediate supervisor.
    - Where an Administrator’s assigned school or other regular place of work is closed due to inclement weather on a regular work day, an Administrator shall not be required to report to school or other physical work location but may be required to report to work remotely from their home or other reasonable location.
    - It is recognized and agreed that the Employer will provide the Administrator with the equipment required to work remotely.
- Assignments that are anticipated to last 10 or less, consecutive working days will be filled on an In-Charge basis. Individuals will maintain existing NSTU or Association affiliation and assume most duties of the position, excluding formal teacher performance evaluations. No Acting pay is received.
  - When assignments that were anticipated to be less than 10 consecutive working days are extended to more than 10, the In-Charge assignment will be converted to Acting as soon as the extension becomes known. Acting Pay will be retroactive to the first day the assignment commenced.
- **Collaborative Professionalism Table (Sec. 31)**
    - Facilitates discussions between the parties on professional issues and consists of representatives of the Department, the Association and the Education Entities. Meetings to be held quarterly
    - Facilitates communications between the parties in the following areas:
      - Exchange information and provide advance notice on initiatives affecting educational leadership
      - Identify and discuss professional issues affecting educational leadership and identify possible initiatives, actions, and studies that enhance and maintain professional practice, such as:
        1. Diversity and Inclusion
        2. Recruitment and Retention
        3. Leadership Development
        4. Respectful Workplace
- **Leave for the Chair of the Association (Sec. 32)**
    - An Administrator appointed as Chair of the Association Board will be given a leave of absence by their employing Education Entity for the term, or successive terms, up to a maximum leave of 4 consecutive years.
    - If an Administrator ceases to serve as Chair within 2 years, they will be reinstated to the position held with their employing Education Entity immediately prior to being appointed Chair or to a mutually agreeable position. If the administrator remains Chair of the Association Board for longer than 2 years, they will be reinstated to
- a position of comparable compensation and commuting distance from their original position, as determined by the Entity
- **Representation on Department Committees (Sec. 33)**
    - Association will have representation and the right to name a representative(s) on applicable standing and/or advisory committees of the Department of Education and Early Childhood Development.
  - **Administrator Information (Sec. 34)**
    - Regular information updates with respect to administrators employed no later than September 30th and February 28th of each year will be provided by Education Entity
  - **Leadership Development (Sec. 35)**
    - Administrators have the right to access professional development funds through Article 60 of the Teachers’ Provincial Agreement and have all the rights and privileges afforded to teachers under Article 60 of the Teachers’ Provincial Agreement, including for attendance at the Annual PSAANS Conference.
  - **Management Committee (Sec. 36)**
    - A Management Committee comprised of the Executive Director of PSAANS and the Director, Education Sector Labour Relations will meet on a monthly basis to address the implementation of the MOU
  - **Letter of Understanding re: Regional Terms (Sec. 37)**
    - Parties will have common terms and conditions of employment for Administrators to the extent possible. Recommendations will be made to the Deputy Minister to move existing regional terms and conditions to the provincial terms and conditions of the MOU
  - **Term (Sec. 38)**
    - The term of this MOU commences on the date of signing and expires in 5 years. It will automatically renew if the parties do not conclude a new or extended MOU prior to the term expiring.

## 9 NEW SECTIONS

- **Acting Appointments (Sec. 3)** – governed by the following principles:
  - If it is known that an assignment will last longer than 10 consecutive working days, it will be filled on an Acting basis. Per the Act, the individual will assume all duties of the position for the duration of the assignment and will receive Acting pay retroactive to the first day the the assignment commenced.