

Provincial Collective Bargaining Agreement

Effective September 1, 2013 to August 31, 2017

Between the
Boards of Education and the
Government of Saskatchewan
and the
Teachers of Saskatchewan

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Preamble

The Saskatchewan Teachers' Federation, the Saskatchewan School Boards Association and the Government of Saskatchewan affirm their commitments to a culture that holds the greater good of publicly funded education at the forefront of their behaviours.

The relationships in this culture are characterized by co-operation, trust, mutual respect and transparency while seeking common understandings.

The parties to this Agreement recognize the value of collaborative processes in support of negotiations in matters that are outlined in legislation and any other matters that we jointly agree to bargain.

Article One

Application of Agreement

- 1.1** This Provincial Collective Bargaining Agreement, hereafter referred to as “this Agreement,” negotiated in accordance with *The Education Act, 1995*, shall be binding upon all teachers and boards of education in the Province of Saskatchewan and upon the Government of Saskatchewan.
- 1.2 Effective Date**
- 1.2.1 Subject to 1.2.2 this Provincial Collective Bargaining Agreement shall be effective from September 1, 2013 to August 31, 2017 and thereafter until revised in accordance with *The Education Act, 1995*.
- 1.2.2 Where the first school day of the school year in any school or school division falls prior to September 1, this Agreement is in effect in that school or school division until the day immediately prior to the first school day of the school year.
- Provided that the parties to this Agreement may, by mutual consent, revise any provision of this Agreement during the term of this Agreement.
- 1.3** Unless the context otherwise requires, all words, names and expressions used in this Agreement shall have the same meaning attached to them as are expressed or implied in *The Education Act, 1995* and the regulations thereunder.
- 1.4** Any reference in this Agreement to a board of education or board is deemed to include the Conseil scolaire fransaskois.
- 1.5** *The Interpretation Act, 1995* shall apply.
- 1.6** The exclusive representatives of the parties to this Agreement are the two bargaining committees appointed from time to time pursuant to Section 234 of *The Education Act, 1995*, and these representatives shall have the sole authority for negotiating from time to time for the settlement of grievances covered by the Agreement and for the appointment of members of an arbitration board pursuant to Section 261 of *The Education Act, 1995*.

Article Two

Salaries of Teachers

2.1 The annual rate of salary of all full-time teachers for the period September 1, 2013 to August 31, 2014 shall be determined by the application of the following schedules according to the regulations governing the classification of teachers and the provisions of Article 3 hereof. For the purposes of this Agreement, salary shall include the annual rate of basic salary specified in Clauses 2.1.1, 2.1.2, 2.1.3 and 2.1.4.

2.1.1 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2013 will be assigned to the same class and step in the salary grid in effect September 1, 2013 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2013 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2013; the first time the teacher begins teaching after September 1, 2013, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period September 1, 2013 to August 31, 2014 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	43723	43723	43723	43723	52428	55399	59024
2		45275	45275	45275	54771	57831	61566
3		46883	46883	46883	57219	60370	64217
4		48546	48546	48546	59776	63020	66983
5		50269	50269	50269	62447	65787	69868
6		52053	52053	52053	65239	68674	72877
7		53901	53901	53901	68154	71689	76016
8		55814	55814	55814	71200	74835	79289
9		57795	57795	57795	74382	78121	82704
10		59847	59847	59847	77706	81550	86266
11		61971	61971	61971	81181	85130	89981

2.1.2 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2014 will be assigned to the same class and step in the salary grid in effect September 1, 2014 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2014 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2014; the first time the teacher begins teaching after September 1, 2014, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2014 to August 31, 2015 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	44554	44554	44554	44554	53424	56452	60146
2		46136	46136	46136	55812	58930	62736
3		47773	47773	47773	58306	61517	65438
4		49468	49468	49468	60912	64217	68255
5		51224	51224	51224	63634	67037	71196
6		53043	53043	53043	66479	69979	74261
7		54925	54925	54925	69449	73051	77460
8		56874	56874	56874	72553	76257	80796
9		58893	58893	58893	75795	79605	84276
10		60984	60984	60984	79183	83100	87905
11		63148	63148	63148	82723	86748	91691

2.1.3 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2015 will be assigned to the same class and step in the salary grid in effect September 1, 2015 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2015 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2015; the first time the teacher begins teaching after September 1, 2015, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2015 to August 31, 2016 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	45400	45400	45400	45400	54440	57524	61288
2		47012	47012	47012	56872	60050	63928
3		48681	48681	48681	59414	62685	66681
4		50408	50408	50408	62069	65437	69552
5		52197	52197	52197	64843	68311	72548
6		54050	54050	54050	67742	71309	75672
7		55969	55969	55969	70768	74439	78932
8		57955	57955	57955	73932	77706	82331
9		60012	60012	60012	77235	81118	85877
10		62143	62143	62143	80687	84679	89575
11		64348	64348	64348	84295	88396	93433

2.1.4 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2016 will be assigned to the same class and step in the salary grid in effect September 1, 2016 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2016 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2016; the first time the teacher begins teaching after September 1, 2016, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2016 to August 31, 2017 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	46263	46263	46263	46263	55474	58617	62453
2		47905	47905	47905	57952	61191	65143
3		49606	49606	49606	60543	63876	67948
4		51366	51366	51366	63248	66680	70874
5		53189	53189	53189	66075	69609	73927
6		55077	55077	55077	69029	72664	77110
7		57032	57032	57032	72113	75854	80431
8		59056	59056	59056	75336	79182	83895
9		61152	61152	61152	78703	82659	87509
10		63324	63324	63324	82220	86288	91277
11		65570	65570	65570	85896	90076	95208

2.2 The rate of salary of a part-time teacher shall be in proportion to the percentage of time assigned to the teacher by the board of education.

2.3 Notwithstanding Clause 2.6 of this Agreement, a teacher engaged to teach a summer school or night school class shall be paid at a rate equivalent to the teacher's annual rate of salary according to this Article for each hour of time assigned by the employing board of education based on the following:

$$\frac{1}{(\text{Number of school days in the school year}) \times 5}$$

2.4 The board of education shall pay to every teacher who teaches on all the school days of a school year the teacher's full annual salary.

Provided that the term "annual salary" shall mean 40% of the annual rate of salary provided for the teacher by this Agreement in effect for the fall term of the school year plus 60% of the annual rate of salary provided for the teacher by this Agreement in effect for the spring term of the school year.

2.5 In determining the "annual salary" as defined in Clause 2.4, where a teacher is eligible for an increment on a date other than September 1 (or school opening date if prior to September 1) or January 1, each month except July and August shall be deemed to have 20 teaching days.

2.6 If a teacher is requested by the board of education and agrees to render service on more than the number of school days in a school year, the teacher shall be paid for each additional day an additional sum computed on the basis of:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7 The board of education shall pay to every teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995* salary based on the following for each teaching day:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7.1 The board of education shall pay to every teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995*, for fewer than all the school days of the school year, salary based on the following for each teaching day:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7.2 Notwithstanding Clause 2.7.1, where a teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995* for all the school days of the school year misses one or more days, the annual salary calculated in accordance with Clause 2.4 shall be reduced based on the following:

$$\frac{\text{Number of school days missed}}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

The reduction shall occur no later than the end of the month following the month in which the absence occurred.

2.8 Redundancy Pay

2.8.1 In the event that the contract of a teacher is terminated by a board of education pursuant to Section 210(1)(b) of *The Education Act, 1995*, the teacher shall be entitled to receive a lump sum payment of an amount determined:

(a) regarding the first five years by multiplying

$$\frac{10}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

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(b) regarding years beyond the fifth year by multiplying

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

for each consecutive year, or portion thereof, of the teacher's most recent actual uninterrupted service with that board. For the purposes of this Clause, "uninterrupted service" shall mean continuity of the contract of employment, or uninterrupted service in terms of consecutive school days, or both.

2.8.2 With respect to Clause 2.8.1(a), the Government of Saskatchewan shall reimburse the board of education its redundancy costs which exceed five days' pay for each of the first five years of service.

2.9 A teacher shall be entitled to receive full salary while absent for selection to and/or service on a jury or as a result of being subpoenaed to be a witness in court. Any remuneration provided by the court, other than expenses, shall be reimbursed to the employing board of education.

2.10 When a part-time teacher, with the approval of the board, attends an institute, convention, workshop or other in-service program on a time not regularly included in the part-time contract of employment, the teacher shall be paid for such attendance in accordance with the teacher's salary rate.

2.11 Upon submission of a written request to the chief financial officer of a school division, a teacher shall be entitled to have deducted, from the teacher's salary payments, voluntary contributions to the Saskatchewan Teachers' Superannuation Plan or the Saskatchewan Teachers' Retirement Plan and/or to the Dr. Stirling McDowell Foundation for Research Into Teaching and Learning.

Article Three

Recognition of Experience

- 3.1** Except as provided elsewhere in this Article, each year of teaching service shall be given full recognition for increment purposes, the onus being on the teacher to provide evidence of such service.
- 3.2** For the purpose of this Article, all teaching service shall be combined and given full recognition for increment purposes on the basis of 190 teaching days equaling one year of teaching service, the onus being on the teacher to provide evidence of such service. The board shall provide written confirmation of the teacher's recognition of experience and classification on the teacher's monthly statement of salary.
- 3.3** Following the granting of the first increment, the accumulation of days for subsequent increments shall begin at zero from the date on which the previous increment was granted. Other changes to increment dates shall occur in accordance with Appendix F.
- 3.4 Definition of Teaching Service**
- 3.4.1 For the purpose of this Article, teaching service shall be defined as service rendered as a teacher in a position requiring a valid teacher's certificate issued by the Ministry of Education or a certificate recognized by the Ministry of Education as being equivalent to a Saskatchewan certificate and shall be service rendered in Saskatchewan kindergarten to Grade 12 programs or in programs which are recognized by the Ministry of Education as being equivalent thereto.
- 3.4.2 For the purpose of this Article, teaching service shall be further defined to include periods of time when a teacher holding a position as described in Clause 3.4.1 is in receipt of salary, partial salary or Supplemental Employment Benefits Plan (SEB Plan) benefits in accordance with Article 8 of this Agreement or in accordance with leave provisions of a local collective bargaining agreement.
- 3.5** Upon confirmation of employment with a board of education, or within such subsequent period of time as may be agreed by the teacher and the board of education, the teacher shall submit evidence of the teacher's previous teaching service to the office of the board. Except as provided elsewhere in this Article, previous teaching service shall be recognized by the crediting of one increment for each year of service up to the maximum of the teacher's class.
- 3.5.1 Teachers who request recognition of and provide evidence of previous service within 90 days of commencing employment shall receive all outstanding salary to which they are entitled retroactively to the commencement of their employment.
- 3.5.2 Teachers who request recognition of and provide evidence of previous service more than 90 days following the commencement of their employment shall receive all salary to which they are entitled effective the date upon which evidence of the additional experience is provided to the employer.

3.6 Related Experience

3.6.1 A committee shall be established consisting of an equal number of representatives of the board of education and of the teachers employed by that board. The committee shall consider any application for recognition of related experience of a teaching nature other than that recognized in Clause 3.4, or related experience of a non-teaching nature in the field in which the teacher will teach, as either wholly or partially equivalent to teaching service for incremental credit. The decision of the committee shall serve as a recommendation to the board of education.

Provided that experience credited for teacher certification shall not be recognized for incremental purposes.

3.6.2 A teacher who had incremental credit for related experience on August 31, 2013 shall retain such incremental credit as long as the teacher remains in the employ of the same board of education. Similarly, a teacher who commences employment with the board of education on or after September 1, 2013 and is granted credit for related experience under the previous provisions of this Clause shall retain such incremental credit in subsequent boards of education provided there is written evidence of the initial board to grant related experience.

3.7 An additional increment shall be credited on September 1, or school opening date if prior to September 1, and on the first day of each month October through June inclusive that next follows the date on which the teacher has completed an additional year of teaching service in accordance with Clause 3.2.

3.8 A teacher shall not be credited with more than one increment during any 12 consecutive months unless the increment credit results from related experience credit.

3.9 A teacher who teaches part time on a regular, replacement or temporary contract shall have such time pro-rated and recognized for increment credit.

Article Four

Allowances for Principals, Vice-Principals and Assistant Principals

- 4.1** Each principal, vice-principal and assistant principal shall be paid an allowance in addition to basic salary which shall be calculated according to the provisions of the following clauses.

For the purpose of the following clauses, a teacher in a one-room school shall be deemed to be a principal.

4.2 Principals

4.2.1 Basic Allowance

Each principal shall receive a basic allowance of \$7,297 for the period September 1, 2013 to August 31, 2014, a basic allowance of \$7,435 for the period September 1, 2014 to August 31, 2015, a basic allowance of \$7,576 for the period September 1, 2015 to August 31, 2016 and a basic allowance of \$7,720 for the period September 1, 2016 to August 31, 2017.

4.2.2 Allowance for Personnel Equivalents

Each principal shall receive an allowance per personnel equivalent or fraction thereof based on the number of personnel equivalents as of September 30 of the applicable school year. This allowance is further based on the following:

Number of Personnel Equivalents	Allowance per Personnel Equivalent Sep 1/13 - Aug 31/14	Allowance per Personnel Equivalent Sep 1/14 - Aug 31/15	Allowance per Personnel Equivalent Sep 1/15 - Aug 31/16	Allowance per Personnel Equivalent Sep 1/16 - Aug 31/17
The first 10	\$876	\$893	\$910	\$927
The next 10	\$612	\$624	\$636	\$648
Over 20	\$296	\$302	\$308	\$314

- 4.2.2.1 The principal shall be excluded in the calculation of personnel equivalents.
- 4.2.2.2 Each teacher employed on a regular part-time basis or on a replacement or temporary contract shall be counted in the calculation of personnel equivalents according to his or her contract time.
- 4.2.2.3 Itinerant teachers employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.
- 4.2.2.4 Each full-time or part-time non-teaching personnel (exclusive of custodial or maintenance staff), who is employed by the board of education in the school and who is under the direction and supervision of the principal, shall be counted as 0.25 of a personnel equivalent.
- 4.2.2.5 Itinerant non-teaching personnel employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.
- 4.2.2.6 Provided that if, on any date during the academic year, the number of personnel equivalents varies by one or more or by an amount sufficient to alter the allowance by more than 5%, the total allowance payable on and after that date shall be recalculated.

4.3 Vice-Principals

- 4.3.1 When a teacher is appointed to be a vice-principal, the teacher shall receive an allowance equal to 50% of the allowance that the principal of that school receives.
- 4.3.2 Effective September 1, 2011, when a teacher is appointed to be a vice-principal, the teacher shall receive an allowance equal to 50% of the allowance that the teacher would receive if the teacher were principal of the school.

4.4 Assistant Principals

- 4.4.1 When a teacher is appointed to be an assistant principal, the teacher shall receive an allowance equal to 60% of the allowance that the principal of that school receives.
- 4.4.2 Effective September 1, 2011, any reference in this Agreement to a vice-principal is deemed to include assistant principal.
- 4.4.3 Notwithstanding 4.4.2, every teacher who holds the position of assistant principal on or before September 1, 2011 shall receive an allowance equal to 60% of the allowance that the teacher would receive if the teacher were principal of the school.

4.5 Acting Principals and Acting Vice-Principals

- 4.5.1 If neither a principal nor vice-principal is present in a school for a period of one-half day or more on a day when students are required to attend, a teacher shall be appointed to an acting position for the duration of the absence. For the purposes of this Clause, a half day shall be defined as either school opening in the morning to noon lunch break or school resumption in the afternoon to school closing.
- 4.5.2 If no vice-principal has been appointed to a school, the teacher appointed in Clause 4.5.1 shall be appointed as acting principal.
- 4.5.3 When a teacher is appointed to an acting position, the teacher shall be paid the allowance that would normally be payable under Clauses 4.2, 4.3 or 4.4 for the entire period during which the teacher is serving in the acting position.
- 4.5.4 When a principal is absent from the school for a period of five successive school days when students are required to attend school, a vice-principal shall be appointed acting principal.

4.6 Protective Provisions

- 4.6.1 Where a principal is transferred by the employing board of education to another principalship in a school having the same or a greater number of personnel equivalents than the school from which the principal was transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
- 4.6.2 Where a principal is transferred by the employing board of education to another principalship in a school having fewer personnel equivalents than the school from which the principal is transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
This provision shall not apply if:
 - (a) the principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.
- 4.6.3 The provisions of Clauses 4.6.1 and 4.6.2 shall apply to vice-principals in the same way as they apply to principals.

4.6.4 Where a vice-principal is transferred to the principalship of a school having fewer personnel equivalents than the school from which the vice-principal was transferred, the annual allowance shall be not less than the rate of annual allowance the vice-principal was receiving prior to the transfer.

This provision shall not apply if:

- (a) the vice-principal formally requested the transfer in writing; or
- (b) the employing board confirms in writing that the transfer is a demotion.

4.6.5 When a principal is transferred to the vice-principalship of another school, the annual allowance shall be not less than the annual allowance that would have been received prior to the transfer provided that such allowance shall not exceed 90% of the allowance that the teacher would receive if the teacher were principal of the school.

This provision shall not apply if:

- (a) the principal formally requested the transfer in writing; or
- (b) the employing board confirms in writing that the transfer is a demotion.

Article Five

The Superannuation of Teachers

5.1 It is agreed:

- 5.1.1 That the provisions of *The Teachers Superannuation and Disability Benefits Act* and the regulations thereunder in effect at the date of this Agreement shall continue in effect for the life of this Agreement, subject to the revisions included in this Agreement.
- 5.1.2 That the Government of Saskatchewan will proceed expeditiously:
 - (a) to place before the Legislative Assembly of Saskatchewan such amendments to *The Teachers Superannuation and Disability Benefits Act*; and
 - (b) to make such amendments to the regulations under the said Act; as are necessary to implement the provisions of this Article.
- 5.1.3 That, except as otherwise provided in this Article, the provisions of this Article shall become effective:
 - (a) in the case of amendments to the Act, the date on which the amendments receive assent; and
 - (b) in the case of amendments to the regulations, the date on which the amendments are filed with the Registrar of Regulations.

5.2 It is agreed:

- 5.2.1 Teachers currently enrolled in the Saskatchewan Teachers' Superannuation Plan with less than 20 days of contributory service be eligible to access or withdraw their funds.
- 5.2.2 Where a refund of contributions is made pursuant to Clause 5.2.1, the refund shall include credited interest.

5.3 It is agreed that, effective July 1, 2016, the government contributions to the Saskatchewan Teachers' Retirement Plan shall increase to 7.25% of teacher salaries up to the Year's Maximum Pensionable Earnings and 9.25% of teacher salaries over the Year's Maximum Pensionable Earnings.

Article Six

Group Insurance

- 6.1** The Government of Saskatchewan agrees to proceed expeditiously:
- (a) to place before the Legislative Assembly of Saskatchewan such amendments to *The Teachers' Life Insurance (Government Contributory) Act*; and
 - (b) to make such amendments to the regulations under the said Act;
- as are necessary to implement the provisions of this Article.
- 6.2** The amount of insurance provided by the Agreement that is made pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be a dollar amount equal to twice the value of the maximum of Class VI as set out in Article 2 of this Agreement rounded up to the next one thousand.
- 6.3** The amount of Accidental Death and Dismemberment Benefit provided by the Agreement that is made pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be equal to and in addition to the "Amount of Insurance" as set out in Clause 6.2 and such coverage shall be extended to those positions referred to in Section 5(1) of the Act.
- 6.4** The premiums to be paid pursuant to Section 6 of *The Teachers' Life Insurance (Government Contributory) Act* shall be as follows:
- 6.4.1 The Minister of Finance shall pay one-half of the premiums required to provide each teacher the coverage as set out in Clauses 6.2 and 6.3.
 - 6.4.2 Each teacher shall pay one-half of the premiums required to provide him or her with the coverage as set out in Clauses 6.2 and 6.3 with one-tenth of the premium payable by the teacher being deducted each month from September through June.
- 6.5** Any agreement which the Government of Saskatchewan enters into pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be subject to the concurrence of the Saskatchewan Teachers' Federation.
- 6.6 Superannuated Teachers**
- 6.6.1 A teacher who commences receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or Saskatchewan Teachers' Retirement Plan on the grounds of age and service shall continue to be covered until the teacher reaches the teacher's 65th birthday by the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Saskatchewan Teachers' Superannuation Commission in writing to inform them of their decision.

Provided that all of the premiums for such continued coverage shall be payable by the teacher.
 - 6.6.2 A teacher receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan on the grounds of age and service, and who has continued coverage under the provisions of Clause 6.6.1, shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act* until the age of 75. Teachers wishing to discontinue such coverage shall notify the Saskatchewan Teachers' Superannuation Commission in writing to inform them of their decision.

Provided that all of the premiums for such continued coverage shall be payable by the teacher.

6.6.3 A teacher between the ages of 65 and 75 who commences receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan on the grounds of age and service shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Saskatchewan Teachers' Superannuation Commission in writing to inform them of their decision.

Provided that all of the premiums for such coverage shall be payable by the teacher.

6.6.4 A teacher between the ages of 75 and 85 who is in receipt of an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Saskatchewan Teachers' Superannuation Commission in writing to inform them of their decision.

Provided that all of the premiums for such coverage shall be payable by the teacher.

6.6.5 The amount of term life insurance and Accidental Death and Dismemberment insurance coverage provided to superannuated teachers over the age of 65 shall be in a dollar amount equal to 10% of the amount of insurance coverage provided pursuant to Clauses 6.2 and 6.3.

6.7 Temporary Teachers

Section 2 (Application of Act) of *The Teachers' Life Insurance (Government Contributory) Act* shall include teachers employed as a "temporary teacher" under Clause 2 of *The Education Act, 1995* provided the term specified for the temporary contract is for a period of at least 20 teaching days (full or partial).

The insurance coverage provided pursuant to this Clause will be effective from the first day of the contract to the end of the insurance year.

Article Seven

Duty to Accommodate for Disability and Sick Leave

7.1 Duty to Accommodate for Disability

The parties to this Agreement acknowledge and commit to the duty to accommodate for disability as required by applicable human rights law. The provisions of this Article shall be administered in accordance with such law.

7.1.1 Medical Information for Accommodation

- 7.1.1.1 The accommodation process shall be supported by relevant medical information supplied by a duly qualified medical practitioner that includes the restrictions for which accommodation is required.
- 7.1.1.2 Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.
- 7.1.1.3 If the board of education requests a second medical opinion, that opinion shall be obtained as a result of a personal attendance with a duly qualified medical practitioner mutually agreed upon by the board and teacher.
- 7.1.1.4 At reasonable periodic intervals, the board of education or teacher may request relevant medical information for the purpose of accommodation. Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.

7.2 Sick Leave

7.2.1 Benefit

Every teacher shall be paid according to the teacher's salary and allowances as specified in this Agreement and local collective bargaining agreements during periods of absence due to sickness in accordance with this Article.

7.2.2 Employment

For the purposes of this Article, a teacher is deemed to be employed during any period of time in which a teacher is under a contract of employment in accordance with *The Education Act, 1995* and is covered by any one or more of the following:

- (a) in receipt of full salary to which the teacher is entitled;
- (b) in receipt of sick leave benefits in accordance with this Article;
- (c) in receipt of Supplemental Employment Benefits Plan (SEB Plan) benefits in accordance with Article 8 of this Agreement;
- (d) in receipt of a disability allowance in accordance with *The Teachers Superannuation and Disability Benefits Act* and/or the Saskatchewan Teachers' Federation Income Continuance Plan; or
- (e) not covered by any of Clauses (a) to (d) but continues to be absent during the academic year on account of sickness as certified by a duly qualified medical practitioner.

7.3 Entitlement

7.3.1 Determination of Entitlement

- 7.3.1.1 The entitlement of a teacher who is, within the meaning of Clause 7.2.2, employed:
- (a) full time for a complete academic year is 20 days;
 - (b) part time for a complete academic year shall be the same percentage of 20 as the percentage of time set out in the teacher's contract of employment;
 - (c) for a shorter period than a complete academic year shall bear the same proportion to 20 as the number of school days included in the teacher's contract of employment bears to the number of school days in the school year.
- 7.3.1.2 A teacher to whom only Clauses 7.2.2 (d) or (e) applies on the final school day of an academic year and who does not return to teach on the first day of the next academic year, shall be credited with a further entitlement only on the first day of returning to teach. Such entitlement shall bear the same proportion to 20 as the number of school days remaining in the academic year bears to the number of school days in the school year.

7.3.2 Availability of the Entitlement

- 7.3.2.1 The teacher's sick leave entitlement shall be credited and available to the teacher:
- (a) on the first school day of each academic year;
 - (b) if employed for less than a full academic year, on the first school day of employment; or
 - (c) in the event Clause 7.3.1.2 applies, on the first school day of return to teaching.
- 7.3.2.2 A teacher may use the teacher's entitlement at any time during the academic year.

7.4 Deductions from Sick Leave

7.4.1 Sickness

A teacher's absence due to sickness on a full-time or partial basis shall be deducted from the teacher's sick leave entitlement in accordance with Clause 7.5.2.1.

7.4.2 Appointments

- 7.4.2.1 It is expected that teachers will schedule medical, dental and optical appointments in such a way as to minimize the period of absence. A teacher who is unable to schedule an appointment in such a way as to minimize the period of absence shall be granted leave with pay to attend the appointment and such leave shall be deducted from the teacher's sick leave entitlement.
- 7.4.2.2 Periods of absence include the time required by the teacher to travel to and from the location:
- (a) where the teacher obtains the necessary services; or
 - (b) has reasonable grounds for wishing to obtain the necessary services.

7.4.3 Health of Foetus

A teacher who is expecting a child is eligible for benefits in accordance with this Article when:

- (a) the teacher is assigned to a location where, in the opinion of her physician, the teacher is at risk of damage to her foetus as a result of environmental or health conditions; and
- (b) there is no mutually agreed upon re-assignment.

7.5 Administration of Sick Leave

7.5.1 Accumulative Sick Leave Record

- 7.5.1.1 Every board of education shall establish an accumulative sick leave (ASL) record for each teacher in its employ.
- 7.5.1.2 Every board of education shall provide each teacher in its employ with a copy of the teacher's ASL record on each of the following occasions:
 - (a) at the end of each school year;
 - (b) upon termination of employment with that board;
 - (c) upon the request of the teacher.

7.5.2 ASL Credits and Debits

- 7.5.2.1 A teacher's absence due to sickness shall be deducted from:
 - (a) the teacher's sick leave entitlement; or
 - (b) where the teacher's sick leave entitlement has been exhausted, the teacher's ASL credits.
- 7.5.2.2 On June 30 of each year and upon termination of employment, every board of education shall credit the ASL record of each teacher in its employ with the unused portion of the teacher's entitlement to a maximum of 180 days.
- 7.5.2.3 Accumulated credits in a teacher's ASL record are not forfeited during:
 - (a) periods of board approved leave;
 - (b) a period of up to three months following the termination of a teacher's employment with a board of education;
 - (c) a period of up to 26 months following the termination of a teacher's employment with a board of education:
 - i) during which time the teacher is improving the teacher's teaching qualifications;
 - ii) during which time the teacher is employed by the Ministry of Education; or
 - iii) where the teacher's contract was terminated in accordance with Section 210(1)(b) of *The Education Act, 1995*;
 - (d) a period during which the teacher is employed by a Saskatchewan board of education in an out-of-scope position;
 - (e) a period during which the teacher is employed in a Band school in Saskatchewan; or
 - (f) a period during which the teacher is employed in an alternative independent school or an historical high school in Saskatchewan.
- 7.5.2.4 When a teacher who is absent on account of sickness is requested and agrees to provide services or offers and is approved to provide those services, then salary shall be paid in relation to the service provided.

7.5.3 Portability

The total credits in a teacher's ASL record (as determined in accordance with Clause 7.5.2) are portable from one board of education in Saskatchewan to another.

7.5.4 Privacy of Personal Information

- 7.5.4.1 The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.
- 7.5.4.2 Personal medical information collected for the purposes of Article 7 should not be retained in the personnel file. Only the designated official shall maintain the separate teacher-specific medical file. Only the teacher and the designated official shall access this medical file.
- 7.5.4.3 Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

7.5.5 Evidence of Eligibility

- 7.5.5.1 When a teacher gives notice of absence under this Article, a board of education may require that payment of benefits be supported by Form 7-I Verification of Sickness – Practitioner’s Report (attached to this Agreement in Appendix D) signed by a qualified medical, dental or optical practitioner to the board of education certifying that the teacher is medically unfit for duty as a teacher.
- 7.5.5.2 Requests for evidence of eligibility in accordance with Clause 7.5.5.1 must be made within 30 calendar days of the first day of absence on account of such sickness. Days outside of the academic year shall not be counted in calculating the 30 days.
- 7.5.5.3 Upon receipt of Form 7-I, the board of education may require a second opinion and the completion of Form 7-II Second Opinion of Sickness – Practitioner’s Report (attached to this Agreement in Appendix E) by a qualified medical, dental or optical practitioner. Such a request must be made within 14 days of receipt of Form 7-I. The board shall bear the cost of a second opinion.
- 7.5.5.4 If the board of education requests a second medical opinion, that opinion shall be obtained as a result of a personal attendance with a qualified medical, dental or optical practitioner mutually agreed upon by the board and teacher.
- 7.5.5.5 At reasonable periodic intervals, the board of education may seek certification of continued sickness by requesting Form 7-I to again be completed. Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.

7.5.6 Payment of Benefits

- 7.5.6.1 A teacher absent from duty under this Article shall be paid the salary to which the teacher would have been entitled had the teacher continued regular teaching duties.
- 7.5.6.2 Teacher salary shall be paid during a reasonable period awaiting the requested second medical opinion.
- 7.5.6.3 In the event of a termination of contract on account of sickness following commencement of sick leave, a teacher is entitled to the payment of sick leave benefits until the earliest of:
 - (a) the end of the sickness;
 - (b) the expiration of benefits to which the teacher was entitled at the date the sick leave commenced; or
 - (c) the teacher enters into contract with another board of education.

Article Eight

Supplemental Employment Benefits Plan

8.1 Preamble

In recognition that there will be a health related portion of every maternity leave during which a woman will be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post-delivery, benefits for this period will be paid under the provisions of a Supplemental Employment Benefits Plan (SEB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

8.1.1 The provisions set out in this Article take effect September 1, 2011. Prior to September 1, 2011, the provisions set out in the *2007-2010 Provincial Collective Bargaining Agreement* apply.

8.2 Entitlement

For the purposes of this Article, a woman is deemed to be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post-delivery, for a period commencing on the estimated date of birth or the date of delivery, whichever is earlier, as certified by a qualified medical practitioner.

8.2.1 A teacher is eligible for SEB Plan benefits if she is:

- (a) medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post-delivery;
- (b) in receipt of Employment Insurance benefits, when serving the two-week waiting period or in the period between the estimated date of birth or date of delivery, whichever is earlier, and the conclusion of the two-week waiting period; and
- (c) on maternity leave.

8.2.2 Every teacher who is eligible for SEB Plan benefits in accordance with Clause 8.2.1 is entitled to such benefits for a period commencing the estimated date of birth or the date of delivery, whichever is earlier, without being required to provide medical evidence.

8.2.2.1 The Government of Saskatchewan shall reimburse a board of education its SEB Plan costs in excess of six weeks.

8.2.3 Maximum Eligible Period

The maximum time to be used in determination of the benefit period is 17 weeks.

8.3 Privacy of Personal Information

8.3.1 The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and with the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.

8.3.2 Personal medical information collected for the purposes of Article 8 should not be retained in the personnel file. The separate teacher-specific medical file should be maintained by, and accessible to, the teacher and the designated official only.

8.3.3 Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

8.4 Administration of SEB Plan

8.4.1 Forms

- 8.4.1.1 A teacher shall apply to the board of education for SEB Plan benefits using Form 8-I Application – Supplemental Employment Benefits (attached to this Agreement in Appendix A).
- 8.4.1.2 On delivery of the child, a teacher shall submit to the board of education Form 8-II Practitioner’s Report – Confirmation of Date of Delivery (attached to this Agreement in Appendix B).
- 8.4.1.3 The forms referred to in this Article are the only forms used in the administration of the SEB Plan and shall only be modified by mutual agreement of the parties to this Agreement.

8.4.2 Application Procedures for SEB Plan Benefits

- 8.4.2.1 The teacher shall submit Form 8-I and Form 8-II no later than 120 days following the birth of her child. It is preferred that Form 8-I accompany the notice of intention to take a maternity leave.
- 8.4.2.2 The board of education shall administer the application in a timely fashion.

8.4.3 Calculation and Payment of Benefits

- 8.4.3.1 Form 8-III Calculation – SEB Plan Payment (attached to this Agreement as Appendix C) is the form used to calculate the payment.
- 8.4.3.2 For the period of eligibility as determined in Clause 8.2, the board of education shall pay to the teacher the amount required on a weekly basis to supplement the teacher’s Employment Insurance benefit to 95% of her salary entitlement.
- 8.4.3.3 The teacher’s weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

Where “rate of salary in effect” includes the salary and allowances normally paid to the teacher in accordance with provincial and local collective bargaining agreements.

- 8.4.3.4 Benefits under the provisions of this Article are payable in respect of the number of school days prescribed by the Minister of Education in accordance with the provisions of *The Education Act, 1995*.
- 8.4.3.5 The board of education shall commence payment of benefits in accordance with this Agreement and local collective agreements.
- 8.4.3.6 Benefit payments under the provisions of this Article are subject to the usual deductions as if the teacher were actively teaching and as required by the respective benefit plan sponsors.

8.4.4 Related Benefits

- 8.4.4.1 A teacher in receipt of SEB Plan benefits is entitled to increment credit in accordance with Article 3 of this Agreement and annual sick leave entitlement in accordance with Article 7 of this Agreement for the period the teacher is in receipt of SEB Plan benefits.
- 8.4.4.2 A teacher in receipt of SEB Plan benefits shall make prescribed contributions in accordance with the Plan Text of the Saskatchewan Teachers’ Retirement Plan and *The Teachers Superannuation and Disability Benefits Act*.

Article Nine

Criteria for the Designation of Out-of-Scope Personnel

9.1 The Educational Relations Board shall designate a person as not being a teacher within the meaning of Sections 234 to 265 of *The Education Act, 1995* provided that:

9.1.1 The principal duties of the person are administrative and the person teaches or works directly with pupils less than 30% of that person's assigned time.

9.1.2 The total number of employees, excluding the director of education, which may be designated by the Educational Relations Board as not being a teacher, shall not exceed three persons for the first 50 teachers employed by the board of education and one person for each additional 100 teachers or fraction thereof so employed and above the 50.

Provided that where a board of education employs more than 900 teachers, two additional persons may be so designated.

9.1.3 The person or persons so designated shall not be one whose duties are that of a principal as set out in *The Education Act, 1995*.

Provided that, upon receipt by the Educational Relations Board of a joint submission from the parties to this Agreement with respect to a given principalship, the criterion specified in this Clause shall be waived in that instance.

9.1.4 Subject to Clauses 9.1.1 and 9.1.2, the person or persons so designated shall not be employed to provide professional educational support or consultative services to students or teachers in educational psychology, speech and language, curriculum and instruction, resource-based learning or special education in positions requiring a valid Saskatchewan teacher's certificate.

Article Ten

Teacher Personnel and Medical Files

10.1 Statement of Access

A teacher's personnel file maintained by the Ministry of Education or a teacher's personnel and medical files maintained by a board of education shall be available for examination by the teacher in accordance with the procedures set out herein.

10.2 Conditions of Access

- 10.2.1 A teacher shall submit a written request to a designated official of the Ministry of Education or board of education for an opportunity to examine the contents of the teacher's personnel and medical files.
- 10.2.2 The designated official shall arrange with the teacher for an appointment to examine the information in the presence of said official or alternate at the office of the Ministry of Education or school board office during regular business hours.
- 10.2.3 The file contents examined may not be removed by the teacher from the location of the examination, but the designated official shall, at the request of the teacher, provide a copy of any or all records to which the teacher has been granted access.
- 10.2.4 Materials examined by the teacher may not be amended or deleted without the approval of the Ministry of Education or board of education.
- 10.2.5 The Ministry of Education or any board of education shall not charge a fee for access to a teacher's file by the teacher. A board may, at its discretion, charge copying fees in accordance with regulations under *The Local Authority Freedom of Information and Protection of Privacy Act*.

10.3 Confidentiality

- 10.3.1 The presence of any documents submitted in confidence shall be identified to the teacher.
- 10.3.2 Subject to Clause 10.3.3, no written materials regarding the teacher which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.
- 10.3.3 The views or opinions of another person about a teacher, other than views or opinions given pursuant to Subsection 31(2) of *The Freedom of Information and Protection of Privacy Act* or Subsection 30(2) of *The Local Authority Freedom of Information and Protection of Privacy Act*, are the personal information of the teacher.
- 10.3.4 Only the designated official shall maintain the separate teacher-specific medical file. Only the teacher and the designated official shall have access to the contents of the medical file (see Clauses 7.5.4.2 and 8.3.2).

10.4 Teacher Acknowledgment of Examination

- 10.4.1 The teacher shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the teacher's personnel or medical file as the case may be.
- 10.4.2 A teacher may submit a written comment with respect to any entry in the personnel or medical files and such comment shall be attached to the relevant document and included in the relevant file.

Article Eleven

Dental Plan

- 11.1** It is agreed that the Government of Saskatchewan will place before the Legislative Assembly of Saskatchewan such legislation as is necessary to implement the provisions of this Article.
- 11.2** The Government of Saskatchewan and the Saskatchewan Teachers' Federation shall mutually agree upon a carrier to provide administrative services for such a plan.
- 11.3** The Dental Plan shall be administered by the Saskatchewan Teachers' Superannuation Commission.
- 11.4** The Minister of Finance shall pay the full premium required.
- 11.5** The coverage under the plan shall include the following features:
- 11.5.1 Reimbursement to participants shall be equivalent to the current Saskatchewan College of Dental Surgeons fee schedule or the current Saskatchewan Denturist's fee guide if applicable.
 - 11.5.2 No deductible for any benefits payable under the plan.
- 11.6** Teachers receiving disability benefits under the Saskatchewan Teachers' Federation Income Continuance Plan and/or the Saskatchewan Teachers' Superannuation Plan shall be eligible for benefits under the Dental Plan.
- 11.7** Teachers employed on a full- or part-time contract of employment in accordance with Section 200 of *The Education Act, 1995* shall become eligible for full benefits following 20 school days with such benefits to be retroactive to the first day of teaching service.
- 11.8** Teachers employed on a full- or part-time replacement or temporary contract of employment in accordance with Section 200 of *The Education Act, 1995* for a period which includes at least 20 school days shall be eligible for full benefits following 20 school days with such benefits to be retroactive to the first day of teaching service.
- 11.9 Co-ordination of Benefits**
- 11.9.1 The co-ordination of benefits provisions shall allow teachers to be reimbursed by the plan for up to 100% of total dental expenses.
 - 11.9.2 The plan shall allow for transfer of claims from one spouse to another when both are members of the Teachers' Dental Plan.

Article Twelve

Other Leaves

12.1 Negotiation Leave

A teacher acting as a representative of the teachers' bargaining committee in accordance with Section 234(1) of *The Education Act, 1995* shall be granted leave and shall suffer no loss in salary or other benefits for time necessarily absent from the teacher's teaching duties for purposes of participating in negotiations, mediation, conciliation or arbitration proceedings with government-trustee representatives, or for attendance required by a mediator, a conciliation board or an arbitration board without government-trustee representatives also in attendance.

Provided that the Saskatchewan Teachers' Federation shall, upon request, reimburse the employing board of education for the salary of such teacher.

12.2 Quarantine

12.2.1 Entitlement

Every teacher in case of quarantine by order of a medical health officer or the Ministry of Health is, upon furnishing the board of education with the order or a copy thereof certified by the medical health officer or an officer of the said department to be a true copy, entitled to the teacher's salary during the quarantine for a period not to exceed 20 days during a complete academic year.

If the teacher has been employed with a board of education for less than a complete academic year, the board of education shall make such allowance in lieu of salary during the period of quarantine as it deems advisable, such allowance not to exceed the salary for a period bearing the same proportion to 20 as the number of school days during which the teacher has been employed by the division bears to the number of school days in the academic year.

12.2.2 Payment

A teacher absent on account of quarantine shall be paid the salary to which the teacher would have been entitled had the teacher continued regular teaching duties.

12.3 Leave for Officials

12.3.1 This Clause shall be administered in accordance with the following:

- (a) the Federation recognizes legitimate needs of boards of education to maintain the operation of schools; and
- (b) boards of education recognize the need for teachers to participate in the governance of the Federation.

12.3.2 A teacher acting as a member of the provincial Executive of the Saskatchewan Teachers' Federation in accordance with Section 10 of *The Teachers' Federation Act, 2006*, or as an elected or appointed member of a committee of the Federation or who, by virtue of holding an elected office in a local association, attends a meeting called by the Federation, shall be granted leave and shall suffer no loss of salary and benefits during the course of an academic year for any days required to fulfil the duties of that office.

Provided that the Saskatchewan Teachers' Federation shall, upon request, reimburse the employing board of education for the cost of a substitute teacher, including allowances for acting principals, vice-principals and assistant principals.

12.3.3 The Federation and its members undertake to provide adequate notice of such leave and this leave will not be used for meetings related to collective bargaining with the exception of leave for negotiation.

12.3.4 In the term of this Agreement, as is meant by Clause 1.2.1 of this Agreement, the use of this Article for the Annual Meeting of the Council of the Saskatchewan Teachers' Federation will be limited for up to four school days in an academic year.

Article Thirteen

Teacher Classification

13.1 Protection of Classification

The Government of Saskatchewan agrees that the effective date of any amendments to Saskatchewan Regulation Chapter E-0.2 Reg. 11 effective May 6, 2002 under *The Education Act, 1995* respecting the classification of teachers shall not fall within the term of this Agreement.

Article Fourteen

Teachers Seconded to the Ministry of Education

14.1 Teachers seconded to the Ministry of Education shall be paid an allowance of 10% of the teacher's salary as set out in Clause 2.1 of this Agreement. Such allowance shall be in addition to the basic salary and allowances which the teacher was entitled to receive in the teacher's employing school division.

14.2 Teachers seconded for periods of time less than a full school year shall have their allowances pro-rated.

Article Fifteen

Comprehensive Health Care Plan

- 15.1** There shall be a comprehensive health care plan for Saskatchewan teachers, hereinafter referred to as “the Plan.”
- 15.2** The Plan shall be designed and administered by the Saskatchewan Teachers’ Federation.
- 15.3** The Plan shall include optical, prescription drug and other medical benefits as determined from time to time by the Saskatchewan Teachers’ Federation.
- 15.4** The Government of Saskatchewan shall provide funding for the Plan as follows:
- 15.4.1 The Government of Saskatchewan shall make an annual payment to the Saskatchewan Teachers’ Federation in each year an amount equal to 2.1% of the total cost of teacher salaries and allowances as provided by this Agreement as determined at January 1 of the current year and as reported on the School Finance Report.
 - 15.4.2 The above payment(s) shall be made in quarterly installments on or before each of January 1, April 1, July 1 and October 1. Any adjustment due to finalized calculation shall be made on or before April 1.
 - 15.4.2.1 Effective April 1, 2012, the above payment(s) shall be made in monthly installments on or before the first day of each month. Any adjustment due to finalized calculation shall be made on or before April 1.
- 15.5** The Government of Saskatchewan shall have no additional liability for funding of the Plan other than as contained in this Article.

Article Sixteen

Grievance Procedure

- 16.1** Except as provided for in this Article of this Agreement, Sections 261, 262 and 263 of *The Education Act, 1995* shall apply in the resolution of grievances with respect to this Agreement and the representatives of the parties named pursuant to Section 234 of *The Education Act, 1995* shall have the sole authority for negotiating from time to time for the settlement of grievances covered by the Agreement and for the appointment of members of an arbitration board pursuant to Section 261 of *The Education Act, 1995*.
- 16.2** Where either party initiates a grievance under Section 261 of *The Education Act, 1995*, the written notice shall include the particulars of the grievance, the relevant clauses of the Agreement and the remedy requested.
- 16.3** If an alleged violation of a provision in the Provincial Collective Bargaining Agreement which is grievable is not referred to the parties to this Agreement within nine months of the time of the occurrence, or when the grievor reasonably ought to have known of the grievable matter, it shall be deemed to have been dropped.
- 16.4** The time for negotiating a settlement of a grievance pursuant to Section 263 of *The Education Act, 1995* may be extended to such longer period of time as is agreed upon by the parties to this Agreement.
- 16.5** An arbitration board appointed pursuant to Section 261 of *The Education Act, 1995* shall make its award within 45 days of the appointment of its chairperson.
- Provided that, by mutual consent of the parties to this Agreement or with the concurrence of the Educational Relations Board, the arbitration board may extend the time limit specified in this Clause.
- 16.6** If a grievance is not referred to arbitration within 90 days beyond the date on which the parties conclude that a settlement of said grievance cannot be negotiated pursuant to Clause 16.2, the grievance shall be deemed to have been settled.
- 16.7** The arbitration board shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement; nor to add to, detract from or modify the language herein in arriving at a determination of any issue presented that is properly within the limitations expressed herein.
- 16.8** A teacher who is requested to attend a meeting which is disciplinary in nature or which may lead to discipline may choose to be accompanied by another teacher or representative of the Saskatchewan Teachers' Federation. Every effort will be made to provide sufficient notice of the meeting, including the purpose of the meeting. If the teacher chooses to be accompanied, the unavailability of the accompanying teacher or representative of the Saskatchewan Teachers' Federation will not result in postponement of the meeting unless otherwise agreed to by both parties.
- 16.9** Notwithstanding just cause for termination of employment as provided for in Section 210 of *The Education Act, 1995*, a decision to demote a principal or vice-principal or other in-scope personnel shall require reasonable notice of a demotion. Reasonable notice shall be one month per year of service in the role with that school division, or pay in lieu thereof. In no case shall the notice or pay be less than two months. The amount of payment shall reflect only the monthly allowances for the position in question. The calculation of notice shall not include the months of July or August.

Appendix A

Form 8-I

Application – Supplemental Employment Benefits

Provincial Collective Bargaining Agreement – Supplemental Employment Benefits (8.4.4.1)

I hereby apply to the Board of Education of the _____ School Division for Supplemental Employment Benefits in accordance with Article 8 of the Provincial Collective Bargaining Agreement, SEB Plan.

LAST NAME

FIRST NAME

INITIAL

Estimated date of birth of child _____ (D/M/Y)

- I understand that it is my responsibility to provide the Board of Education with information as it becomes available with respect to my claim using the following form as required:

Form 8-II Practitioner's Report – Confirmation of Date of Delivery

- I understand that it is my responsibility to provide the Board of Education with a copy of the letter confirming the commencement and level of my EI benefits.

TEACHER'S SIGNATURE

DATE (D/M/Y)

For Board Use Only

Approved maternity leave dates: _____

Date SEB application received: _____

Date of written confirmation of receipt of application: _____

Commencement of period as per 8.2.1(b): _____

Commencement of EI benefit period: _____

Appendix B

Form 8-II

Practitioner's Report – Confirmation of Date of Delivery

Provincial Collective Bargaining Agreement – Supplemental Employment Benefits (8.4.1.2)

The information provided will be used solely to verify the date of delivery to support my claim for Supplemental Employment Benefits.

Part 1: Teacher Identification and Authorization

LAST NAME

FIRST NAME

INITIAL

I hereby authorize the release of information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for SEB Plan benefits in accordance with the Provincial Collective Bargaining Agreement.

TEACHER'S SIGNATURE

DATE (D/M/Y)

Part 2: Attending Practitioner's Statement

ACTUAL DATE OF DELIVERY (D/M/Y)

Physician's Signature: _____

Physician's Name and Address:
(please print or use stamp)

Date: _____

Telephone: _____

Appendix D

Form 7-I

Verification of Sickness – Practitioner’s Report

Provincial Collective Bargaining Agreement – Sick Leave (7.5.5.1)

The information provided will be used solely to verify the teacher’s claim for sick leave.

Part 1: Teacher Identification and Authorization

LAST NAME

FIRST NAME

INITIAL

I hereby authorize the release of the information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for sick leave in accordance with the Provincial Collective Bargaining Agreement.

TEACHER’S SIGNATURE

DATE OF BIRTH (D/M/Y)

DATE (D/M/Y)

Part 2: Attending Practitioner’s Statement to Verify Sickness

1. Date of consultation: _____(D/M/Y)
2. The above-named teacher has been incapable of fulfilling teaching duties due to sickness:
 - a) from _____(D/M/Y) to _____(D/M/Y), **OR**
 - b) since _____(D/M/Y) **AND** will be incapable of fulfilling teaching duties:
 - (i) for less than 4 weeks until _____(D/M/Y); **OR**
 - (ii) until expected date of return _____(D/M/Y); **OR**
 - (iii) for at least: 4 weeks 6 weeks 3 months 6 months 12 months
3. Date of next medical review: _____(D/M/Y)
4. Has treatment been prescribed? Yes No

Physician’s Signature: _____

Physician’s Name and Address:
(please print or use stamp)

Date: _____

Telephone: _____

Costs associated with the completion of this form to be borne by the teacher.

Appendix E

Form 7-II

Second Opinion of Sickness – Practitioner’s Report

Provincial Collective Bargaining Agreement – Sick Leave (7.5.5.3)

The information provided will be used solely to verify the teacher's claim for sick leave.

Part 1: Teacher Identification and Authorization

LAST NAME

FIRST NAME

INITIAL

I hereby authorize the release of the information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for sick leave in accordance with the Provincial Collective Bargaining Agreement.

TEACHER'S SIGNATURE

DATE OF BIRTH (D/M/Y)

DATE (D/M/Y)

Part 2: Board Appointed Practitioner’s Statement to Verify Sickness

1. Date of consultation: _____(D/M/Y)
2. The above-named teacher has been incapable of fulfilling teaching duties due to sickness:
 - a) from _____(D/M/Y) to _____(D/M/Y), **OR**
 - b) since _____(D/M/Y) **AND** will be incapable of fulfilling teaching duties:
 - (i) for less than 4 weeks until _____(D/M/Y); **OR**
 - (ii) until expected date of return _____(D/M/Y); **OR**
 - (iii) for at least: 4 weeks 6 weeks 3 months 6 months 12 months

Physician's Signature: _____

Physician's Name and Address:
(please print or use stamp)

Date: _____

Telephone: _____

Costs associated with the completion of this form to be borne by the board.

Appendix F

Step Placement Chart (Articles 2.1.1, 2.1.2, 2.1.3 and 2.1.4)

This Step Placement Chart is used in conjunction with Article 2 of this Agreement to determine salary.

Principles of Placement

1. Every teacher with the same number of completed years of experience should be placed on the Step Placement Chart at the intersection of the number of completed years of experience and the current school year.
2. Teachers, together with their employing board of education, need to re-assess their placement on the Step Placement Chart annually until such time as their placement is in a square marked with an *.
3. The accumulation of days for increment purposes begins on the date of placement on the salary grid.

Number of Completed Years of Experience	School Year															
	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	
0	1*	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
1	1	2*	2	2	2	2	2	2	2	2	2	2	2	2	2	
2	2	2	3*	3	3	3	3	3	3	3	3	3	3	3	3	
3	3	3	3	4*	4	4	4	4	4	4	4	4	4	4	4	
4	4	4	4	4	5*	5	5	5	5	5	5	5	5	5	5	
5	5	5	5	5	5	6*	6	6	6	6	6	6	6	6	6	
6	6	6	6	6	6	6	7*	7	7	7	7	7	7	7	7	
7	7	7	7	7	7	7	7	8*	8	8	8	8	8	8	8	
8	8	8	8	8	8	8	8	8	9*	9	9	9	9	9	9	
9	9	9	9	9	9	9	9	9	9	10*	10	10	10	10	10	
10	10	10	10	10	10	10	10	10	10	10	11*	11	11	11	11	
14 (see note)	10	10	10	10	15	15	15	15	15	15	11	11	11*	11	11	

Note: Effective September 1, 2011, a teacher is placed at Step 11 at the commencement of 11 years of service in accordance with Article 3. In addition, all teachers with greater than 11 years of service shall be placed at Step 11.

In witness whereof the duly authorized representatives of the parties hereto have set their hands
at Saskatoon, Saskatchewan this 12th day of
February, 2015.

Signed on behalf of the
Boards of Education and the
Government of Saskatchewan

Signed on behalf of the
Teachers of Saskatchewan

D Forseth
Doug Forseth

Gwen Dueck
Gwen Dueck

Wayne Back
Wayne Back

Randy Cline
Randy Cline

Rick McKillop
Rick McKillop

Murray Guest
Murray Guest

David Spencer
David Spencer

Sonja Susut
Sonja Susut

Randy Warick
Randy Warick

Connie Bailey
Connie Bailey

Darren McKee
Darren McKee

Ronna Pethick
Ronna Pethick

Kathy Pophath
Kathy Pophath

Letter of Referral

Re: Designation of Leaves and Contracts of Employment

The parties to the Provincial Collective Bargaining Agreement believe that positive employee-employer relationships are built upon a foundation of trust, collaboration and communication. To this end, the Saskatchewan School Boards Association, on behalf of boards of education, and the Saskatchewan Teachers' Federation, on behalf of teachers, have committed to the creation of a Good Practices and Dispute Resolution Implementation Committee. This Committee is intended to support the resolution of emergent human relations issues and establish positive employment practices at the provincial and school division level.

Two issues have surfaced during provincial collective bargaining which may be best addressed through a collaborative approach led by the Good Practices and Dispute Resolution Implementation Committee. To this end, the parties to the agreement agree that the following two issues be referred to the Good Practices and Dispute Resolution Implementation Committee as priority items.

The issues to be addressed include:

- The designation of leaves for parenting purposes as being confirmed in a manner that supports the purchase of contributory service for pension purposes by the teacher if desired.
- The consistent application of contracts of employment for teachers as prescribed in the Legislation and accompanying Regulations.

The signatories to this Letter of Referral agree, on behalf of their respective organizations, to refer these matters to the Good Practices and Dispute Resolution Implementation Committee.



Government
— of —
Saskatchewan
Minister of Education
Legislative Building
Regina, SK Canada S4S 0B3

February 11, 2015

Ms. Gwen Dueck
Executive Director, Saskatchewan Teachers' Federation
2317 Arlington Avenue
SASKATOON SK S7J 2H8

Dear Ms. Dueck:

Re: Payment of Fees for Teacher Regulation

Progress is being made to establish a new teachers' regulatory body. Most recently, legislation for a new teacher regulatory body was introduced into the legislature.

The transition committee is aware of teachers' concerns regarding the payment of professional fees associated with this new regulatory body.

This letter is to confirm that any professional fees associated with the new teacher regulatory body will be paid on behalf of teachers and school boards by the Ministry of Education for the first two years of the new regulatory body.

Prior to year three of the organization, the board of the Saskatchewan Professional Teacher Regulatory Board will provide direction as to the on-going funding of professional fees.

We appreciate that teachers have raised this concern and we hope this letter confirms the Ministry of Education's commitment to support the establishment of this new body.

Sincerely,

A handwritten signature in black ink that reads "Don Morgan".

Don Morgan, Q.C.

Letter of Understanding

Between:

The Saskatchewan Teachers' Federation

- and -

The Saskatchewan School Boards Association and the Government of Saskatchewan

as represented by the Minister of Education

Terms Used

"*Education Act*" means *The Education Act, 1995 S.S. 1995, c E-0.2*.

"*Education Regulations*" means the *Education Regulations 1986*, as passed under the Education Act in the form in force on November 1st, 2014.

"*Minister*" and "*Ministry*" respectively mean the Minister of Education responsible for the Education Act and the Department of Education.

"*Statutory*" and "*statutory conditions*" include the provisions of the Education Act as well as the Regulations passed under the Education Act.

"*School Board*" includes school boards and conseils scolaires.

"*SSBA*" means the Saskatchewan School Boards Association.

"*STF*" means the Saskatchewan Teachers' Federation.

The Issues

Provincial teacher collective bargaining yields, among other things, an annual pay rate for full-time teachers and a pro-rated pay rate for part-time teachers. The parties wish to identify a way of expressing, in clear terms, the expectations of a full-time teacher, and by extension a part-time teacher, in terms of the quantity of time a teacher can be assigned work by their employing school board.

The parties wish to identify an effective mechanism to regulate the quantity of time a teacher can be assigned work generally within the definitions used below. That mechanism may include the enactment of appropriate regulatory or statutory terms, collectively bargained terms and conditions of employment, the incorporation by reference of statutory or regulatory terms into collective agreements or some other process or processes.

Starting Assumptions

The STF is the statutory bargaining agent for teachers within the Province of Saskatchewan. The various school boards throughout the Province employ those teachers.

Teachers are the members of a profession. The duties of professional teachers are described in Section 231 of the Education Act and elsewhere, as more fully described below.

Collective bargaining under the Education Act takes place on two levels; certain topics are negotiated with local school boards and others are negotiated provincially.

Terms and conditions for teachers involve a dual aspect. Some are defined by statute or regulation and others arise from these collective agreements.

The Minister of Education is responsible under the Education Act for the establishment of school boards or conseils scolaires, the regulations governing operation of schools, the designation of a school year and the requirements for student learning hours.

Report of the Conciliation Board

School boards are responsible for the operation of the schools within their authority including establishing their own school calendars and hours of operation within the parameters established by the statutory provisions.

Changes in instructional hours, the length and timing of the school year, among other factors, can have an impact on the times and dates on which teachers are scheduled to attend work and to fulfil assigned duties. Locally bargained provisions that affect assigned time but not instructional time may also impact on a school board's scheduling options.

What Has Been Done So Far

Changes were made to the statutory and regulatory environment including provisions for a post-Labour Day start to the school year, the implementation of a minimum of 950 instructional hours for students, and the removal of start and end times for the school day.

In collective bargaining towards a 2013-2017 collective agreement, the parties discussed proposals from the Saskatchewan Teachers' Federation that would provide caps of the daily and yearly teacher time (sometimes referred to as assigned or assignable time, although the term remains undefined) during the term of the collective agreement.

The parties recognized that the issue involves complexities as a result of recent regulatory changes, the diversity of school boards-local teacher collective agreements, and a lack of clear definitions as to what may be involved in teacher time.

In order to assess these issues, the parties formed a Joint Committee on Student and Teacher Time that met from August 2014 to January 2015. That Committee had a broad mandate which included teacher time, but its report, it is anticipated, will focus on the intensification of teacher work, leaving the question of teacher time remaining to be addressed by the processes described below.

Both parties recognize that there is a need to define certain terms when speaking of the **quantity** of time a teacher expends carrying out their professional duties. They also recognize that there are issues they need to address concerning the **intensity** of a teacher's work; that is, the degree of effort expended within a given time period given the various demands placed upon a teacher in carrying out their duties.

The discreet issue of the quantity of teacher time is of importance to all three parties and requires the additional and high-level consideration provided for by the processes described below.

Preliminary Definitions

The definitions below are agreed to as sufficient to define the issues to be discussed, recognizing that developing final and comprehensive definitions will form an important part of the Task Force's work.

The duties of teachers as set out in Section 231 of the Education Act, in force as of November 1, 2014, describe the professional responsibilities of teachers. Those responsibilities are further defined in *The Teachers' Federation Act, 2006*, in force as of November 1, 2014. Each school board has the authority to determine how these duties will be exercised during periods of teacher time (sometimes referred to as assigned or assignable time, although the terms remain undefined).

Student Instructional Time

Instructional time is any time in which pupils of a school are in attendance and under teacher supervision for the purpose of receiving instruction in an educational program, including work experience programs, parent-teacher-pupil conferences, examinations and other learning activities provided by the board of education or conseil scolaire.

Teacher Assigned Time

Teacher assigned time is the total time of teacher instructional time and teacher non-instructional time.

Teacher Instructional Time

Teacher instructional time is any time within a school year during which teachers are teaching students and includes instructional time as defined in Section 20.4 of the Education Regulations.

Teacher Non-Instructional Time

Teacher non-instructional time is time within a school year, which is defined as non-instructional time in Section 20.5 of the Education Regulations. For greater clarity, teacher non-instructional time would normally include, but is not limited to, classroom transition/hallway/recess supervision (if assigned), staff meetings, professional development or in-service training, administrative tasks, collaborative time, committee work and other professional activities intended to support a teacher in attending to his or her professional teacher responsibilities. These other non-classroom activities may occur in the school or at another approved site. Students may or may not be present. This involves duties where the outcome required of the teacher is mandatory, but the manner in which the teacher assigns their time to achieve that outcome is, within what is reasonable, subject to the teacher's discretion.

Professional Responsibilities of Teachers

It is jointly recognized that the discharge of teachers' professional responsibilities will necessarily extend beyond a teacher's assigned time such that professional teacher responsibilities will be discharged both during and outside of teacher assigned time. Teachers shall have reasonable discretion as to when they carry out their professional responsibilities that extend beyond teacher assigned time.

The Task Force Will Consider:

- The interrelationship of the regulatory control of student and instructional time and the assignment of teacher time.
- The diversity in the educational environments within which teachers and school boards operate and the necessity for flexibility in terms of the allocation of teacher time to accommodate that diversity.
- The influence of locally bargained terms and conditions of employment on availability and allocation of teacher time within the school division.
- The circumstances and manner in which policies established by school boards can or should be able to impact the time required to be expended by a teacher on carrying out their professional responsibilities.
- The mechanisms used in other jurisdictions to address similar issues.
- The work done by the Joint Committee on Student and Teacher Time.

Process

The parties agree to establish, collaborate with, and support a nine-person Task Force to enquire into, seek consensus about, and make recommendations concerning the issues described above.

Membership

The parties will select an independent third party who will chair the process and ensure that this process is followed. The chair will be a person agreed to by the Saskatchewan Teachers' Federation, the Saskatchewan School Boards Association and the Government of Saskatchewan.

The chair will be selected from persons with experience in the issues involved in the education labour relations environment. The chair will need the ability to gain a fulsome understanding of education and school administration and the concerns of teachers in respect to the demands upon their time related to their employee and professional responsibilities. In the event the chair is unable to act, the parties shall forthwith appoint a person to act in that person's stead.

The Task Force shall further consist of four members appointed by the STF, two members appointed by the Government, and two members appointed by the SSBA. In the event a member becomes unwilling or unable to act, the appointing party may appoint a replacement member.

Responsibilities

In undertaking its work, the Task Force shall, as soon as practicable:

- Consult with those parties the Task Force believes to be potentially affected by the issues in question in such a manner as it considers appropriate.
- Assess the data available to assist in the process and assess or commission such additional information and data as may be necessary.
- Issue consultation documents that frame the issues and solicit views as to appropriate solutions.

In addition, the Task Force may commission studies or call on persons with expertise, from the parties or external, to assist the Task Force in its deliberations.

The parties wish to engage in, and to have their selected chair encourage, a collaborative consensus based decision-making process wherever possible. The parties wish the process to be open and transparent. Members may express dissenting views in reports but every effort should first be made to achieve consensus recommendations. In the event consensus is not possible, recommendations shall be made on the basis of a majority vote.

Cost

The parties agree to share equally the expenses of their own members on the Task Force. The Minister will pay the costs and expenses of the chair. Each party may pay for and contribute in-kind support to the Task Force by way of administrative support and a secretariat.

Communications

The Task Force will establish a mechanism for communication with the parties, other stakeholders and the public and will adhere to that protocol. The parties agree to abide by the protocol adopted by the Task Force in the interests of avoiding mixed messages during the Task Force's proceedings.

Time Frame

The parties will appoint their members to the Task Force within 30 days of the coming into force of the new collective agreement.

The selection of the chair will take place within 30 days of the coming into force of the new collective agreement unless extended by the agreement of the parties.

The Task Force will commence its activities as soon as the appointments are complete. The Task Force may issue one or more interim reports if it believes it is appropriate to do so.

The SSBA will forthwith convene a meeting of its member boards and advise them of this process and its role in securing a collective agreement. They will urge the boards not, during the term of the Task Force process, to make unilateral changes to their school calendars and schedules that result in increases to the assigned times of teachers beyond those times currently in effect.

The Task Force will make two interim reports to the parties in writing on the progress it has made towards its objectives; the first in June 2015 and the second in October 2015. The Task Force will issue its final report and recommendations in January 2016 with the objective that recommendations, following the discussions referred to below and where mutually agreed to, will be implemented for the 2016-17 school year.

Expected Outcomes

The parties expect that the Task Force will issue a report that makes recommendations, supported by rationale, which address the following questions:

- Are the definitions described above, or some variant on those definitions, appropriate ways of addressing the allocation of teacher time?
- How have, or may, changes to the statutory regulation of the school year and of instructional time affect the allocation of teacher time and any mechanisms to regulate the times teachers may be assigned duties within the above definitions or variants of those definitions?
- In what way can the expected work time for a teacher (aside from provisions already in place such as Clauses 2.3 and 2.6 of the Provincial Collective Bargaining Agreement) be described and how might maximum teacher time be established and enforced?
- What maximum figures are appropriate?
- What is the appropriate regulatory or collectively bargained mechanism for ensuring that minimums and maximums are incorporated into the annual school calendaring process?
- How can any global statement of the expectations of a teacher be adjusted to accommodate the needs of particular educational situations?
- How could/should variations in locally negotiated terms and conditions of employment that affect the availability or allocation of teacher time be integrated into provincially bargained, uniform, provincial salary rates?

- How do such considerations apply to persons working less than full time?
- How might we incorporate other comments or recommendations that, while extending beyond the question of teacher time, arise from the Task Force's work and deserve consideration by the parties?

If and when the Task Force recommends that the issues under consideration are appropriately addressed through formal discussion between the parties to the collective agreement, they will meet within 60 days of receiving the report, to engage in good-faith discussion to determine the appropriate disposition of the recommendations, including but not limited to regulatory, legislative and collective agreement language. The parties will determine how to implement the recommendations during the term of the agreement.

Letter of Continuance

Re: Joint Communiqué – Access to Information and Protection of Privacy


In the 2010-2013 Provincial Collective Bargaining Agreement, through a joint communiqué, the Saskatchewan Teachers' Federation, the Saskatchewan School Boards Association and the Ministry of Education established a stakeholder committee to advise on the development of resource materials that would assist the education sector in complying with The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP).

The Ministry of Education expressed a commitment to ensuring that LAFOIP is implemented within the education sector. Boards of education, as the employer and local government authority, acknowledged their obligation to establish procedures to ensure compliance with the legislation. As a result, the Ministry of Education facilitated a process to involve education stakeholder representatives, including but not limited to the Saskatchewan School Boards Association, the Saskatchewan Teachers' Federation, the League of Educational Administrators, Directors and Superintendents, the Saskatchewan Association of School Business Officials, and the Ministry of Education.

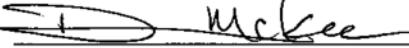
The process was intended to result in the development of resource materials that would contribute to shared understandings of roles and responsibilities regarding access to information and the protection of privacy. As this work has not yet been completed, the parties to this Agreement commit to continuing this work during the term of the 2013-2017 Provincial Collective Bargaining Agreement.



Greg Miller, Acting Deputy Minister of Education
Government of Saskatchewan



Gwen Dueck, Executive Director
Saskatchewan Teachers' Federation



Darren McKee, Executive Director
Saskatchewan School Boards Association

