

# Provincial Collective Bargaining Agreement

E F F E C T I V E

January 1, 2000  
to August 31, 2002

B E T W E E N T H E

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

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# ARTICLE ONE

## APPLICATION OF AGREEMENT

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- 1.1 This Provincial Collective Bargaining 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 January 1, 2000 to August 31, 2002 and thereafter until revised in accordance with *The Education Act, 1995*.
  - 1.2.2 Where the first school day of the 2002–2003 school year in any school or school division falls prior to September 1, 2002, this agreement is in effect in that school or school division until the day immediately prior to the first school day of the 2002–2003 school year.

Provided that the parties to the Agreement may, by mutual consent, revise any provision of the Agreement during the term of the 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* shall apply.
- 1.6 The exclusive representatives of the parties to this Provincial Collective Bargaining 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

2.1.1 The annual rate of basic salary of all full-time teachers for the period January 1, 2000 to December 31, 2000 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 hereof:

Years of Experience	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
0	24992	24992	24992	27058	31965	33914	36287
1		26067	26067	28373	34006	36035	38507
2		27142	27142	29688	36047	38156	40727
3		28217	28217	31003	38088	40277	42947
4		29292	29292	32318	40129	42398	45167
5		30367	30367	33633	42170	44519	47387
6		31442	31442	34948	44211	46640	49607
7		32517	32517	36263	46252	48761	51827
8		33592	33592	37578	48293	50882	54047
9		34667	34667	38893	50334	53003	56267
10			35742	40208	52375	55124	58487
Increments	9x1075	10x1075	10x1315	10x2041	10x2121	10x2220	

2.1.2 The annual rate of basic salary of all full-time teachers for the period effective January 1, 2001 to December 31, 2001 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 hereof:

Years of Experience	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
0	25742	25742	25742	27870	32924	34932	37376
1		26850	26850	29225	35027	37117	39663
2		27958	27958	30580	37130	39302	41950
3		29066	29066	31935	39233	41487	44237
4		30174	30174	33290	41336	43672	46524
5		31282	31282	34645	43439	45857	48811
6		32390	32390	36000	45542	48042	51098
7		33498	33498	37355	47645	50227	53385
8		34606	34606	38710	49748	52412	55672
9		35714	35714	40065	51851	54597	57959
10			36822	41420	53954	56782	60246
Increments	9x1108	10x1108	10x1355	10x2103	10x2185	10x2287	

2.1.3 Subject to Article 1.2 effective January 1, 2002, the annual rate of basic salary of all full-time teachers 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 hereof:

Years of Experience	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
0	26257	26257	26257	28428	33583	35631	38124
1		27388	27388	29811	35729	37860	40457
2		28519	28519	31194	37875	40089	42790
3		29650	29650	32577	40021	42318	45123
4		30781	30781	33960	42167	44547	47456
5		31912	31912	35343	44313	46776	49789
6		33043	33043	36726	46459	49005	52122
7		34174	34174	38109	48605	51234	54455
8		35305	35305	39492	50751	53463	56788
9		36436	36436	40875	52897	55692	59121
10			37567	42258	55043	57921	61454
Increments		9x1131	10x1131	10x1383	10x2146	10x2229	10x2333

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 the provincial agreement in effect for the fall term of the school year plus 60% of the annual rate of salary provided for the teacher by the provincial 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

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

PLUS

(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.

2.9 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 attends an institute, convention, workshop or other in-service program with the approval of the board 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 secretary-treasurer of a school division, a teacher shall be entitled to have deducted from the teacher's salary payments voluntary contributions to the Teachers Superannuation Plan or the Saskatchewan Teachers Retirement Plan, and/or to the McDowell Foundation.

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## ARTICLE THREE

### RECOGNITION OF EXPERIENCE

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- 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.
- 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.
- 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 Department of Education or a certificate recognized by the Department 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 Department 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 SUB Plan benefits in accordance with Article 7 of this Agreement or in accordance with leave provisions of a Local Collective Bargaining Agreement.
- 3.5 On appointment to a teaching staff, 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.

### 3.6 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 December 31, 1999 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 January 1, 2000 and is granted credit for related experience under the provisions of this clause shall retain such incremental credit as long as the teacher remains in the employ of the same board.

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

# ARTICLE FOUR

## ALLOWANCES FOR PRINCIPALS AND VICE-PRINCIPALS

4.1 Each principal and vice-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

Effective Date	Basic Allowance
January 1, 2000	\$2,125.00
School Opening, 2000-2001	\$4,250.00
January 1, 2001	\$4,378.00
January 1, 2002	\$4,466.00

#### 4.2.2 Allowance for Personnel Equivalents

Each principal shall receive an allowance per personnel equivalent or fraction thereof based on the following:

Number of Personnel Equivalents	Allowance per Personnel Equivalent Effective Jan 1/00	Allowance per Personnel Equivalent Effective Jan 1/01	Allowance per Personnel Equivalent Effective Jan 1/02
The first 10	\$611.00	\$630.00	\$643.00
The next 10	\$427.00	\$440.00	\$449.00
Over 20	\$204.00	\$211.00	\$216.00

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 .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 The number of personnel equivalents for the formula in Clause 4.2.2 shall be calculated as of September 30 and such numbers shall prevail for the academic year.

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 Basic Allowance

Effective Date	Basic Allowance
January 1, 2000	\$1,062.50
School Opening 2000-2001	\$2,125.00
January 1, 2001	\$2,189.00
January 1, 2002	\$2,233.00

#### 4.3.2 Allowance for Personnel Equivalents

Each vice-principal shall receive an allowance per personnel equivalent or fraction thereof based on the following:

Number of Personnel Equivalents	Allowance per Personnel Equivalent Effective Jan 1/00	Allowance per Personnel Equivalent Effective Jan 1/01	Allowance per Personnel Equivalent Effective Jan 1/02
The first 10	\$305.50	\$315.00	\$321.50
The next 10	\$213.50	\$220.00	\$224.50
Over 20	\$102.00	\$105.50	\$108.00

4.3.2.1 The principal and vice-principal shall be excluded in the calculation of personnel equivalents.

4.3.2.2 The provisions of Clauses 4.2.2.2 to 4.2.2.6 shall apply *mutatis mutandis* in the calculation of personnel equivalents.

#### 4.4 Assistant Principal

When a teacher is appointed to be an assistant principal, the teacher shall receive an allowance equal to 60% of the allowance the teacher would have received had the teacher been principal of the school.

#### 4.5 Acting Principal; Acting Vice-Principal; Acting Assistant Principal

- 4.5.1 Should no principal, vice-principal or assistant principal be 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.
- 4.5.2 If no vice-principal or assistant 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.

#### 4.6 Protective Provisions

##### 4.6.1 Notwithstanding Clauses 4.2 and 4.3,

- 4.6.1.1 Where in 2000, a principal retains the same position as the principal held on December 31, 1999, the allowance shall be not less than the amount of allowance received on December 31, 1999 except that if the number of personnel equivalents under the principal's supervision on September 30, 2000 is less than the number of personnel equivalents under the principal's supervision on September 30, 1999, the allowance shall be reduced by the amount, if any, by which the amount of allowance produced by the application of Clause 4.2 of the 1997-1999 Provincial Agreement using the number of personnel equivalents under the principal's supervision on September 30, 1999 exceeds the amount of allowance produced by the application of Clause 4.2 of the 2000-2002 Provincial Agreement to the number of personnel equivalents under the principal's supervision on September 30, 2000.
- 4.6.1.2 Where in 2001, a principal retains the same position as the principal held on December 31, 2000, the allowance shall be not less than the amount of allowance received on December 31, 2000 except that

if the number of personnel equivalents under the principal's supervision on September 30, 2001 is less than the number of personnel equivalents under the principal's supervision on September 30, 2000, the allowance shall be reduced by the amount, if any, by which the amount of allowance produced by the application of Clause 4.2 of the 2000-2002 Provincial Agreement using the number of personnel equivalents under the principal's supervision on September 30, 2000 exceeds the amount of allowance produced by the application of Clause 4.2 of the 2000-2002 Provincial Agreement to the number of personnel equivalents under the principal's supervision on September 30, 2001.

- 4.6.1.3 Where in 2002, a principal retains the same position as the principal held on December 31, 2001, the allowance shall be not less than the amount of allowance received on December 31, 2001 except that if the number of personnel equivalents under the principal's supervision on August 31, 2002 is less than the number of personnel equivalents under the principal's supervision on September 30, 2001, the allowance shall be reduced by the amount, if any, by which the amount of allowance produced by the application of Clause 4.2 of the 2000-2002 Provincial Agreement using the number of personnel equivalents under the principal's supervision on September 30, 2001 exceeds the amount of allowance produced by the application of Clause 4.2 of the 2000-2002 Provincial Agreement to the number of personnel equivalents under the principal's supervision on August 31, 2002.

- 4.6.2 Notwithstanding Clause 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.

- 4.6.3 Notwithstanding Clause 4.6.1, 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 unless the employing board confirms in writing that the transfer is a demotion.

This provision shall not apply if the principal formally requested the transfer in writing.

4.6.4 The provisions of Clauses 4.6.1 to 4.6.3 inclusive shall apply *mutatis mutandis* to vice-principals.

4.6.5 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 unless the employing board confirms in writing that the transfer is a demotion.

#### 4.7 Special Schools

In a designated community school or where special circumstances prevail in a school which primarily provides for the needs of handicapped and/or special education pupils, the parties to this Agreement may, upon receipt of a request submitted jointly by the two committees appointed pursuant to Section 235 of *The Education Act, 1995*, approve a variation in the basis for determining the allowances payable to the principal and vice-principal of that school.

Provided further that the protective provisions pursuant to Clause 4.6 of this Agreement shall not apply with respect to any variation approved by the parties to this Agreement.

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## ARTICLE FIVE

### THE SUPERANNUATION OF TEACHERS

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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 the provisions of this article shall become effective July 1, 2000, except as otherwise provided in this article.

#### 5.2 Non-Refundable Contributions

Contributions that are currently not refundable to surviving spouses of teachers who would have otherwise been entitled to such refund of contributions since 1991 shall be payable with interest to the surviving spouse.

#### 5.3 Government Contributions – Deferred Salary Leave

Where an eligible member of the Saskatchewan Teachers Retirement Plan purchases deferred salary leave, to a maximum of one year, the Government shall make contributions plus interest in accordance with the government contribution rates in effect at the time of the purchase.

#### 5.4 Contributory Service – Recognition of Periods of Disability

Periods while a member is in receipt of disability benefits followed by a return to active service will be treated as contributory service.



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## ARTICLE SIX

### GROUP INSURANCE

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- 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 Clause 2.1 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.

- 6.6.1 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 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 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 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.

#### 6.7 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.

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## ARTICLE SEVEN

### SICK LEAVE

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#### 7.1 Annual Entitlement

7.1.1 Every teacher shall be entitled to the teacher's salary during periods of sickness not to exceed 20 days during any period of 12 months continuous engagement. The employing board of education may require the teacher to furnish the board with a medical certificate by a duly qualified medical practitioner, by giving the teacher notice of such requirement within 30 days from the first day's absence on account of such sickness.

Provided further that, if a teacher is employed for a shorter period than 12 consecutive months, the teacher shall be entitled to salary for a period bearing the same proportion to 20 as the number of school days during which the teacher was employed bears to the number of school days in the school year.

Provided further that continuous engagement shall mean any period of time during which a teacher is under a contract of employment in accordance with Section 200 of *The Education Act, 1995* and is:

- (a) in receipt of salary;
- (b) in receipt of sick leave benefits in accordance with this article;
- (c) in receipt of SUB Plan benefits in accordance with Clause 7.8 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) absent on account of illness as certified by a duly qualified medical practitioner.

Should only (d) or (e) above apply and the teacher has not returned to teach at the beginning of a school year, no annual entitlement shall be credited until the teacher returns to teach at which time a prorated amount shall be applied as above.

7.1.2 For the purpose of applying Clause 7.1.1 of this article, a teacher may use the full annual entitlement to which the teacher is entitled in relation to the term of the teacher's contract at any time

during the school year. The full annual sick leave entitlement shall be credited and available to the teacher on the first school day of each school year or, if employed for less than a full school year, on the date of employment.

7.1.3 A teacher employed by a joint board shall be deemed to have been employed by the joint board for any period, prior to the establishment of the joint board, during which the teacher was employed by any of the parties establishing the board.

7.1.4 Where a teacher who is expecting a child 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 where there is no mutually agreed upon re-assignment, the teacher is eligible for benefits in accordance with Article 7.

#### 7.2 Accumulative Sick Leave Record

7.2.1 Every board of education shall establish an accumulative sick leave record (hereafter called an ASL record) for each teacher in its employ.

7.2.2 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) upon termination of employment with that board;
- (b) upon the request of the teacher.

#### 7.3 ASL Credits and Debits

7.3.1 On January 1 of each year, every board of education shall credit the ASL record of every teacher in its employ with the unused accumulative sick leave entitlement as at the previous December 31.

7.3.2 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 20 days of sick leave per school year to a maximum of 180 days.

7.3.3 Accumulated credits in a teacher's ASL record shall not be forfeited and shall not be eligible for any increase 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;

- (c) a period of up to 26 months after leaving the employ of a board of education:
  - (i) during which time the teacher is improving his or her teaching qualifications.
  - (ii) during which time the teacher is employed by the Department of Education.
  - (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.

7.3.4 A teacher's absence due to sickness shall be deducted from the teacher's sick leave entitlement.

7.3.5 It is expected that teachers will schedule medical, optical and dental appointments outside the school day. A teacher who is unable to schedule an appointment outside the school day 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 Payment of Benefits

7.4.1 A teacher granted leave on account of sickness or quarantine under this article shall be paid the salary to which the teacher would have been entitled had the teacher continued regular teaching duties.

7.4.2 A termination of contract on account of sickness following commencement of sick leave shall not disentitle a teacher to the payment of sick leave benefits until:

- (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;

whichever comes first.

#### 7.4.3 Partial Sick Leave Benefits

7.4.3.1 A teacher who, in the opinion of a duly qualified medical practitioner, should reduce teaching time due to

sickness, and who is able to teach a fraction of regular teaching time, shall be entitled to receive salary under this article for that portion of time the teacher is unable to teach subject to the following conditions:

7.4.3.1.1 A plan for such a reduction which meets the needs of the teacher and the board of education shall be determined by mutual agreement between the teacher and the board of education.

7.4.3.1.2 Should a mutually agreeable plan not be devised, the teacher shall have the option to continue teaching in accordance with the contract of employment or to be paid full sick leave benefits in accordance with Article 7.

7.4.3.1.3 There shall be periodic reviews of the partial sick leave arrangement as initiated by the teacher or the board of education. Should there be no mutual agreement to continue or modify the plan, Clause 7.4.3.1.2 shall apply.

7.4.3.2 A teacher who is absent on account of illness and is able to return to teach for a fraction of regularly scheduled teaching time as verified by a duly qualified medical practitioner shall be entitled to do so subject to the following conditions:

7.4.3.2.1 A plan for such a re-entry which meets the needs of the teacher and the board of education shall be determined by mutual agreement between the teacher and the board of education.

7.4.3.2.2 Should a mutually agreeable plan not be devised, the teacher shall have the option to continue to be paid full sick leave benefits in accordance with Article 7 or to return to teach in accordance with the contract of employment.

7.4.3.2.3 There shall be periodic reviews of the partial sick leave arrangement as initiated by the teacher or the board of education. Should there be no mutual agreement to continue or modify the plan, Clause 7.4.3.2.2 shall apply.

7.4.3.3 The provisions of Clause 7.4.3 shall be administered in accordance with the employer's duty to accommodate, as required by the Saskatchewan Human Rights Code.

## 7.5 Determination of Eligibility for Benefits

7.5.1 A board of education may require that a request for payment of benefits under this article be supported by a certificate signed by a qualified medical, dental or optical practitioner certifying that the teacher is medically unfit for duty as a teacher. The board of education reserves the right to require further proof of sickness from a medical, dental or optical practitioner designated by the board, with expense of same to be borne by the board, and the teacher shall authorize such practitioner to report directly to the board with respect to that teacher's condition.

## 7.6 Portability

7.6.1 The total entitlement in a teacher's ASL record (as determined in accordance with Clause 7.3) shall be portable from one school jurisdiction in Saskatchewan to another.

## 7.7 Quarantine

7.7.1 Every teacher in case of quarantine by order of a medical health officer or the Department of Health shall, 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, be entitled to the teacher's salary during the quarantine for a period not to exceed 20 days during any period of 12 months of continuous engagement.

7.7.2 If the teacher has been employed for less than 12 consecutive months, 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 school year.

## 7.8 Supplemental Unemployment Benefits Plan

### 7.8.1 Preamble

In recognition that there will be a physical and/or mental health related portion of any 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 Unemployment Benefits Plan" (SUB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

## 7.8.2 SUB Plan Provisions

### 7.8.2.1 Eligibility

A teacher shall be eligible for SUB Plan benefits if she is:

- (a) on maternity leave. Notwithstanding this requirement, should the teacher be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery at the expiration of her maternity leave, she shall be deemed, for the purposes of this article only, to be on maternity leave until the earliest of her recovery, the expiration of her Employment Insurance benefits and her having received maximum SUB Plan benefits in accordance with this article;
- (b) medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery; and
- (c) in receipt of Employment Insurance benefits or serving the two-week waiting period.

### 7.8.2.2 Determination of Eligible Benefit Period

7.8.2.2.1 Every teacher who is eligible for SUB Plan benefits in accordance with Clause 7.8.2.1 shall be entitled to such benefits for a presumptive period of nine weeks commencing the date of delivery without being required to provide medical evidence.

Notwithstanding the above, for the period January 1, 2000 to the date of signing of this Agreement, every teacher who is eligible for SUB Plan benefits in accordance with Clause 7.8.2.1 shall be entitled to such benefits for a presumptive period of six weeks commencing the date of deliv-

ery without being required to provide medical evidence.

7.8.2.2.2 Every teacher who is eligible for SUB Plan benefits in accordance with Clause 7.8.2.1 and who is medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery prior to and/or following the presumptive period established in Clause 7.8.2.2.1 shall submit medical evidence to the board in accordance with Clause 7.8.2.4. The period of claim shall include all periods of time during which the teacher meets the criteria of Clause 7.8.2.1.

7.8.2.2.3 The board of education reserves the right to require further medical evidence to support a claim for benefits referred to in Clause 7.8.2.2.2. Such evidence shall be from a medical practitioner selected in accordance with Clause 7.8.2.4.1.3, with expense of same to be borne by the board, and the teacher shall direct her medical practitioners to release those portions of her medical records which relate to her claim for SUB Plan benefits to the medical practitioner selected in accordance with Clause 7.8.2.4.1.3 and shall authorize the medical practitioner to report directly to the board with respect to that teacher's condition.

### 7.8.2.3 Maximum Eligible Period

The maximum time to be used in determination of benefit periods shall be a total of 17 weeks.

### 7.8.2.4 Application Procedures

7.8.2.4.1 A teacher shall apply to the board of education for SUB Plan benefits using forms as established by the parties in accordance with Clauses 7.8.2.4.2 and 7.8.2.4.3. The application and its administration by the board of education shall occur according to the following guidelines:

7.8.2.4.1.1 a) The teacher shall make application for benefits under Clause 7.8.2.2.1 no later than 120 days following the birth of her child.

b) The teacher shall make application for benefits under Clause 7.8.2.2.2 and shall submit the required medical forms no later than 30 days beyond the last day the teacher is medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery.

7.8.2.4.1.2 The board of education shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the provincial and local collective agreements. Upon receipt of the application and medical form, if applicable, the claim shall be approved or a second opinion requested within 14 days.

In the event that the board of education does not request a second medical opinion as herein set out within 14 days, the request for extended benefits is deemed approved.

7.8.2.4.1.3 If a request for a second medical opinion is made by a board of education, that opinion shall be obtained as a result of a personal inter-

view with a medical practitioner mutually agreed upon by the board and teacher or chosen by the teacher from a list mutually determined by the Saskatchewan Teachers' Federation and the Saskatchewan School Trustees Association. This list shall be determined as soon as practicable after signing this Collective Agreement and may be amended from time to time as needed.

7.8.2.4.1.4 Any medical information provided in relation to receipt of benefits shall be held in the strictest of confidence.

7.8.2.4.2 The application forms shall be common to all boards of education and shall be agreed upon by the parties to the Collective Agreement.

7.8.2.4.3 The medical forms shall be common to all boards of education and shall be agreed upon by the parties to the Collective Agreement.

#### 7.8.2.5 Calculation and Payment of Benefits

7.8.2.5.1 For the period of eligibility as determined in Clause 7.8.2.2, 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.

7.8.2.5.2 The teacher's weekly salary entitlement shall be calculated as follows:

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

7.8.2.5.3 Benefits under the provisions of this article shall be 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*.

7.8.2.5.4 Benefit payments under the provisions of this article shall be subject to the usual deductions as if the teacher was actively teaching and as required by the respective benefit plan sponsors.

#### 7.8.2.6 Other Benefits

7.8.2.6.1 A teacher in receipt of SUB Plan benefits shall be 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 SUB Plan benefits.

7.8.2.6.2 A teacher in receipt of SUB 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*.

#### 7.8.3 Forms

7.8.3.1 The application form referred to in Clause 7.8.2.4.2 and titled *Form I Application*, the medical forms referred to in Clause 7.8.2.4.3 and titled *Form II Practitioner's Report* and *Form III Practitioner's Report* and the form titled *Calculation of SUB Plan Payment* shall be the forms attached to this Agreement as Appendix A, Appendix B, Appendix C and Appendix D.

- 7.8.3.2 The forms referred to in Clause 7.8.3.1 shall be the only forms used in the administration of the Supplemental Unemployment Benefits Plan and shall only be modified by mutual agreement of the parties to this Agreement.

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## ARTICLE EIGHT

### CRITERIA FOR THE DESIGNATION OF OUT-OF-SCOPE PERSONNEL

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- 8.1 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:
- 8.1.1 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.
- 8.1.2 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 1 person for the first 50 teachers employed by the board of education and 1 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, 2 additional persons may be so designated.
- 8.1.3 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 Collective Agreement with respect to a given principalship, the criterion specified in this clause shall be waived in that instance.
- 8.1.4 Subject to Clauses 8.1.1 and 8.1.2, 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 teaching certificate.

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## ARTICLE NINE

### GRIEVANCE PROCEDURE

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- 9.1 Except as provided for in Article 9 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*.
- 9.2 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.
- 9.3 If an alleged violation of an application of a provision in the Provincial Collective Bargaining Agreement which is grievable is not referred to the parties to this Agreement within one year of the time at which the grievor became aware of the grievable matter, it shall be deemed to have been dropped.
- 9.4 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.
- 9.5 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 the arbitration board may, by mutual consent of the parties to this Agreement or with the concurrence of the Educational Relations Board, extend the time limit specified in this clause.
- 9.6 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 9.2, the grievance shall be deemed to have been settled.
- 9.7 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.

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## ARTICLE TEN

### TEACHER PERSONNEL FILES

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#### 10.1 Statement of Access

- 10.1.1 A teacher's personnel file maintained by the Department of Education or 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 Department of Education or board of education for an opportunity to examine the teacher's personnel file.
- 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 Department 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 Department of Education or board of education.
- 10.2.5 The Department 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.

#### 10.4 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 file.

10.4.2 A teacher may submit a written comment with respect to any entry in the file and such comment shall be attached to the relevant document and included in the file.

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## ARTICLE ELEVEN

### DENTAL PLAN

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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 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 STF Income Continuance Plan and/or the 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 Coordination of Benefits

- (a) The coordination of benefits provisions shall allow teachers to be reimbursed by the plan for up to 100% of total dental expenses.
- (b) The plan shall allow for transfer of claims from one spouse to another when both are members of the Teachers' Dental Plan.

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## ARTICLE TWELVE

### OTHER LEAVES

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#### 12.1 Negotiation Leave

A teacher acting as a representative of the teacher 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.

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## ARTICLE THIRTEEN

### TEACHER CLASSIFICATION

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#### 13.1 Protection of Classification

- 13.1.1 The Government of Saskatchewan agrees that the effective date of any amendments to Saskatchewan Regulation Chapter E-0.1 Reg 2 approved by Minister's Order dated February 25, 1983 under *The Education Act* respecting the classification of teachers shall not fall within the term of this Agreement.

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## ARTICLE FOURTEEN

### TEACHERS SECONDED TO THE DEPARTMENT OF EDUCATION

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- 14.1 Teachers seconded to the Department 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.

Any other allowances currently being paid to a seconded teacher, and which are not described in the above paragraph, shall continue to be paid at the same level until such time as the allowance provided for in this article exceeds that allowance. The allowance subsequently paid shall be calculated in accordance with this article.

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

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## ARTICLE FIFTEEN

### COMPREHENSIVE HEALTH CARE PLAN

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- 15.1 Effective April 1, 2001, there shall be established 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 2001 and each subsequent year in an amount equal to 1.6% of the total cost of teacher salaries and allowances as provided by the Provincial Collective Bargaining Agreement as determined at January 1 of the current year and as reported on the School Finance Report.
- 15.4.2 The above payment 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.
- 15.5 The Government of Saskatchewan shall have no additional liability for funding of the Plan other than is contained in this article.

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## ARTICLE SIXTEEN

### DISCIPLINARY ACTIONS – APPEALS

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- 16.1 Where a dispute arises between a board of education and a teacher with respect to disciplinary action involving suspension or formal reprimand of a teacher, the dispute may be submitted to a Board of Reference in accordance with procedures that are set out in *The Education Act, 1995*.
- 16.2 The Government of Saskatchewan undertakes to proceed expeditiously to place before the Legislative Assembly of Saskatchewan such amendments to *The Education Act, 1995* as may be required to implement the provisions of this article.

## Appendix A

<p>Form I <b>APPLICATION</b> Teacher Provincial Collective Bargaining Agreement <b>Supplemental Unemployment Benefits</b></p>		
<p>I hereby apply to the _____ School Division for supplemental unemployment benefits in accordance with Article 7.8 of the Provincial Collective Bargaining Agreement, SUB Plan.</p>		
Last Name	First Name	Initial
Expected date of birth of child _____		
<ul style="list-style-type: none"><li>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 forms as required: <p style="text-align: center;"><b>Form II: Practitioner's Report - Presumptive Period</b> <b>Form III: Practitioner's Report - Extended</b></p></li><li>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.</li></ul>		
Teacher's Signature	Date	
<b>For Board Use Only</b>		
Approved maternity leave dates: _____		
Date SUB application received: _____		
Practitioner verification of date of birth of child received: _____		
Medical evidence for extended benefit received: _____		
Commencement of EI waiting period: _____		
Commencement of EI benefit period: _____		

## Appendix B

<p>Form II <b>PRACTITIONER'S REPORT</b> Teacher Provincial Collective Bargaining Agreement Supplemental Unemployment Benefits <b>Presumptive Period</b></p>		
<p><i>This medical certificate is required to verify the date of delivery to support this claim for supplemental unemployment benefits for the period nine weeks post delivery.</i></p>		
<b>Part 1: Teacher Identification and Authorization</b>		
Last Name	First Name	Initial
<p>I hereby authorize the release to the Board of Education of the _____ School Division the information requested below with respect to this claim for supplemental unemployment benefits.</p>		
Teacher's Signature	Date	
<b>Part 2: Attending Practitioner's Statement</b>		
Actual Date of Delivery _____		
Last Name (please print) _____ First Name _____		
Address _____		
City _____ Province _____ Postal Code _____		
Phone _____ Fax _____		
Attending Practitioner's Signature _____ Date _____		



# Appendix D

## Calculation of SUB Plan Payment

Teacher	Date of Birth of Child
Annual Rate of Salary in Effect	Daily Rate
SUB Plan Daily Rate ( $A \times 95\%$ )	EI Daily Rate (Weekly/5)
Commencement of EI Wait	Commencement of EI Benefit

**Benefit Period:**

(Presumptive period is date of birth to end of nine weeks post delivery. Additional benefits pre delivery and post presumptive as supported by medical evidence and approved by board.)

Benefit Period	Date	Teaching Days	Teaching Days During	
			EI Waiting Period	EI Benefit Period
Presumptive	to			
Pre delivery	to			
Post presumptive	to			
<b>Totals</b>		(D)	(E)	(F)

**Payment:**

EI Waiting Period (B) x (E) = \_\_\_\_\_  
 EI Benefit Period [(B) - (C)] x (F): \_\_\_\_\_  
 Total Payment Due (Add): (G) \_\_\_\_\_

**Deductions**

Based on (G): Income Tax \_\_\_\_\_ CPP \_\_\_\_\_  
 Based on (A x D): TSC \_\_\_\_\_ or STRP \_\_\_\_\_  
 ICP \_\_\_\_\_ STF % \_\_\_\_\_  
 Based on (Teaching + SUB Payment Days): STF Fee \_\_\_\_\_

In witness whereof the duly authorized representatives of the parties hereto have set their hands at  
Regina, Saskatchewan this 11<sup>th</sup> day of October 2000.

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

Signed on behalf of the Teachers  
 of Saskatchewan

*Kenneth A. Horan*  
*John Littlewood*  
*Barlene Thompson*  
*R. de*  
*Lawrence*  
*Seward*  
*Leah Stinson*  
*Laura Bean*  
*D. J. ...*

*John ...*  
*Paul ...*  
*Jan B. ...*

# MEMORANDUM OF AGREEMENT

## RE: TEACHERS' SUPERANNUATION

### Preamble:

1. The funding of teacher pensions in Saskatchewan is a shared responsibility between the Government of Saskatchewan and teachers.
2. The past and future service unfunded liability in the Teachers Superannuation Plan (TSP) is the legal responsibility of the Government of Saskatchewan.
3. The funding of the Saskatchewan Teachers Retirement Plan (STRP) and the provision of benefits under the plan are the legal responsibility of the STRP and its members.
4. The history and current funding arrangements for the TSP and STRP have created funding issues unique to each plan.
5. The unfunded liability in the TSP and the cash flow requirements of the plan have future funding implications that could potentially jeopardize the financial viability of the plan.
6. The current funding arrangements for the STRP will create future difficulties for the plan with respect to financial viability and the provision of benefits.
7. It is in the interests of the Government and teachers to examine the future implications of the current funding arrangements for the STRP and possible ways to address those implications.

### Agreement:

In the context of the factors identified in the Preamble, the parties to the 2000-2002 Provincial Collective Bargaining Agreement for teachers hereby agree as follows:

1. The Government of Saskatchewan and the Saskatchewan Teachers' Federation will establish a joint task force to study and report on the funding of teacher pensions in Saskatchewan.
2. The membership of the task force will consist of three persons appointed by the Government of Saskatchewan and three persons appointed by the Saskatchewan Teachers' Federation.

3. The terms of reference of the task force shall be as follows:
  - (a) to examine the short-term and long-term implications of the current funding provisions of the TSP and STRP;
  - (b) to base its analysis on the most current and authoritative information available and to obtain actuarial advice as necessary;
  - (c) to identify options for the future funding of the TSP and STRP and the implications of those options; and
  - (d) to submit a report and recommendations to the Government of Saskatchewan and the Saskatchewan Teachers' Federation by June 30, 2001.

In witness whereof the duly authorized representatives of the parties hereto have set their hands at

Regina, Saskatchewan this 11<sup>th</sup> day of October 2000.

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

Signed on behalf of the Teachers  
of Saskatchewan

Kenneth Horan

Jim Peterson

Dorlene Thompson

R. Co

Gary Fisher

Stewart

Leah Stephenson

Laura Bean

Doug White

John L. ...

Debra Clouston

Dorey ...

Jan B. ...



---

# MEMORANDUM OF AGREEMENT

## RE: GOOD PRACTICES AND DISPUTE RESOLUTION

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### Preamble:

1. The Government of Saskatchewan acknowledges that it has an important role to play in encouraging and supporting consistent application of its statutes, regulations and policies; in assisting in the resolution of disagreements related to them; and in encouraging good personnel practices in the school system.
2. In acknowledging this role, the Government recognizes that boards of education are employers of teachers and have statutory responsibility for their employment policies, practices and decisions.
3. The Government also recognizes that good personnel practices involve the conduct both of employing boards of education and their officials and of employees and their representatives.

### Agreement:

1. The parties to the Provincial Collective Bargaining Agreement undertake to create and maintain processes intended to:
  - (a) assist in the interpretation and application of the Agreement;
  - (b) promote effective personnel and policy practices within Saskatchewan school divisions as they apply to the roles and responsibilities of boards of education, school division officials and teachers; and
  - (c) assist in resolving disagreements between teachers and boards of education in matters that are not subject to resolution through Article 9 of the Agreement.
2. The parties agree that these processes will include but are not limited to:
  - (a) administrative and interpretive statements agreed to by the parties to be distributed and compiled for continuing reference; and
  - (b) identification and dissemination of good personnel policies and practices utilized in school divisions.

3. The parties agree that these undertakings will be completed by October 31, 2001.
4. The parties to the Agreement agree that the SSTA, STF and the Government of Saskatchewan will participate jointly and equally in establishing processes to deal with the resolution of disputes on employment matters not covered by the Agreement, excluding matters for which a resolution process is prescribed in statute.

This process will include:

- (a) defining the nature of the dispute; and
- (b) a range of dispute resolution mechanisms that will include but not be limited to:
  - (i) mediation;
  - (ii) expedited arbitration; and
  - (iii) full panel arbitration.

The SSTA, STF and the Government of Saskatchewan will take appropriate action to implement the processes.

Each organization will appoint up to three members to a committee by December 31, 2000. The work of this committee will be completed by October 31, 2001.

In witness whereof the duly authorized representatives of the parties hereto have set their hands at Regina, Saskatchewan this 11<sup>th</sup> day of October, 2000.

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

Signed on behalf of the Teachers of Saskatchewan

Kenneth Hanson  
John Fitterood  
Deanne Thompson  
R. de  
Gary  
Edwards  
Leah  
Lynne Bean  
D. D. D.

A. Cooper - Smith  
Wayne Clement  
Don Willard  
Jan B. J. B.

# MEMORANDUM OF AGREEMENT

## RE: REVIEW OF ARTICLE SEVEN

The parties to the 2000-2002 Provincial Collective Bargaining Agreement agree to establish a committee to address the matter of Article 7 of the Agreement. The structure and terms of reference of the committee and the disposition of its recommendations shall be as follows:

1. The committee shall be established no later than December 31, 2000.
2. The committee shall consist of two members appointed by each of the Department of Education, the Saskatchewan Teachers' Federation and the Saskatchewan School Trustees Association.
3. The terms of reference of the committee shall be as follows:
  - (a) to examine Article 7 with the purpose of providing clarity;
  - (b) to make recommendations for change, as considered necessary, regarding eligibility for benefits, payment of benefits, timelines, medical forms and medical opinions (purpose, use and relative weights, and procedures to be used to obtain opinions); and
  - (c) to consider any other related matters as the committee considers appropriate.
4. The committee shall report its findings and recommendations to the parties to the Agreement within the term of this Agreement.

In witness whereof the duly authorized representatives of the parties hereto have set their hands at  
Regina, Saskatchewan this 11<sup>th</sup> day of October 2000.

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

Signed on behalf of the Teachers  
of Saskatchewan

Kenneth Herson

John Littlewood

Charles Thompson

R. A.

Gayle

Ed Ward

Ed Steinhilber

James Beon

John

Al Ciper

Wayne

Doug Willard

Jan B. John