



Provincial Collective Bargaining Agreement

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

Effective
September 1, 2002
to August 31, 2004

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ARTICLE ONE

APPLICATION OF AGREEMENT

- 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 September 1, 2002 to August 31, 2004 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 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 fransasksois.
- 1.5 *The Interpretation Act, 1995* 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 The annual rate of basic salary of all full-time teachers for the period September 1, 2002 to August 31, 2004 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 purposes of the salary grids set out below:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2002 will be assigned to the same class and step in the salary grid in effect September 1, 2002 unless the teacher qualifies for an increment.
- (b) Any teacher who was assigned to Step 0 of any class on August 31, 2002 will be assigned to Step 1 of the same class effective September 1, 2002 until the teacher qualifies for an increment.
- (c) Any teacher who commences teaching on or after September 1, 2002 with less than one year of experience shall be assigned to Step 1 in the appropriate class.
- (d) Any teacher who begins teaching in Saskatchewan or returns to teaching in Saskatchewan on or after September 1, 2002 with one or more years of teaching experience credited in accordance with Article 3 of this Agreement shall be assigned to the step whose number is equal to the teacher's teaching experience.
- (e) Any teacher who begins teaching in Saskatchewan or returns to teaching in Saskatchewan on or after September 1, 2003 with two or more years of teaching experience credited in accordance with Article 3 of this Agreement shall be assigned to the step whose number is equal to the teacher's teaching experience.

2.1.1 The annual rate of basic salary of all full-time teachers for the period September 1, 2002 to August 31, 2003 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:

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	31333	31333	31333	31333	37573	39704	42301
2		32716	32716	32716	39719	41933	44634
3		34099	34099	34099	41865	44162	46967
4		35482	35482	35482	44011	46391	49300
5		36865	36865	36865	46157	48620	51633
6		38248	38248	38248	48303	50849	53966
7		39631	39631	39631	50449	53078	56299
8		41014	41014	41014	52595	55307	58632
9		42397	42397	42397	54741	57536	60965
10		43780	43780	43780	56887	59765	63298

2.1.2 The annual rate of basic salary of all full-time teachers for the period effective September 1, 2003 to August 31, 2004 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:

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	32273	32273	32273	32273	38700	40895	43570
2		33697	33697	33697	40911	43191	45973
3		35122	35122	35122	43121	45487	48376
4		36546	36546	36546	45331	47783	50779
5		37971	37971	37971	47542	50079	53182
6		39395	39395	39395	49752	52374	55585
7		40820	40820	40820	51962	54670	57988
8		42244	42244	42244	54173	56966	60391
9		43669	43669	43669	56383	59262	62794
10		45093	45093	45093	59500	62464	66103

- 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:

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

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:

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

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:

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

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

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

PLUS

(b) regarding years beyond the fifth year by multiplying

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

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 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 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.

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.
- 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 Learning or a certificate recognized by the Department of Learning 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 Learning 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 August 31, 2002 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, 2002 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 1 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, 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 \$4,600.00 for the period September 1, 2002 to August 31, 2003 and a basic allowance of \$4,600.00 for the period September 1, 2003 to August 31, 2004.

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 Sep 1/02 – Aug 31/03	Allowance per Personnel Equivalent Sep 1/03 - Aug 31/04
The first 10	\$663.00	\$663.00
The next 10	\$463.00	\$463.00
Over 20	\$223.00	\$223.00

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 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 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

Each vice-principal shall receive a basic allowance of \$2,300.00 for the period September 1, 2002 to August 31, 2003 and a basic allowance of \$2,300.00 for the period of September 1, 2003 to August 31, 2004.

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 Sep 1/02 – Aug 31/03	Allowance per Personnel Equivalent Sep 1/03 - Aug 31/04
The first 10	\$331.50	\$331.50
The next 10	\$231.50	\$231.50
Over 20	\$111.50	\$111.50

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 Principals

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 Principals; Acting Vice-Principals; Acting Assistant Principals**

- 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.
- 4.5.4 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 or assistant principal may be appointed acting principal.

4.6 **Protective Provisions**

- 4.6.1 Notwithstanding Clauses 4.2 and 4.3,
 - 4.6.1.1 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 September 30, 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 2002-2004 Provincial Agreement to the number of personnel equivalents under the principal's supervision on September 30, 2002.
 - 4.6.1.2 Where in 2003, a principal retains the same position as the principal held on December 31, 2002, the allowance shall be not less than the amount of allowance received on December 31, 2002 except that if the number of personnel equivalents under the principal's supervision on September 30, 2003 is less than the number of personnel equivalents under the principal's supervision on September 30, 2002, 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 2002-2004 Provincial Agreement using the number of personnel equivalents under the principal's supervision on September 30, 2002 exceeds the amount of allowance produced by the application of Clause 4.2 of the 2002-2004 Provincial Agreement to the number of personnel equivalents under the principal's supervision on September 30, 2003.

- 4.6.1.3 Where in 2004, a principal retains the same position as the principal held on December 31, 2003, the allowance shall be not less than the amount of allowance received on December 31, 2003 except that if the number of personnel equivalents under the principal's supervision on September 30, 2004 is less than the number of personnel equivalents under the principal's supervision on September 30, 2003, 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 2002-2004 Provincial Agreement using the number of personnel equivalents under the principal's supervision on September 30, 2003 exceeds the amount of allowance produced by the application of Clause 4.2 of the 2002-2004 Provincial Agreement to the number of personnel equivalents under the principal's supervision on September 30, 2004.
- 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 and assistant principals.

- 4.6.5 Where a vice-principal or assistant principal is transferred to the principalship of a school having fewer personnel equivalents than the school from which the vice-principal or assistant principal was transferred, the annual allowance shall be not less than the rate of annual allowance the vice-principal or assistant principal was receiving prior to the transfer unless the employing board confirms in writing that the transfer is a demotion.
- 4.6.6 When a principal is transferred to the vice-principalship or assistant principalship of another school, the annual allowance shall not be less than the annual allowance that would have been received prior to the transfer, unless the employing board confirms in writing that the transfer is a demotion, provided that such allowance shall not exceed 90% of the allowance of the principal of that school.

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, vice-principal or assistant 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.

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 **Teachers Superannuation Plan:
Contributory Service – Recognition of Periods of Disability**

Periods while a member is in receipt of disability benefits will be treated as eligibility and contributory service.

5.3 **Teachers Superannuation Plan: Teaching Service**

5.3.1 A teacher shall be entitled to count as teaching service for all purposes, periods of absence after February 3, 1998 for parenting purposes to the maximum allowed under the Income Tax Regulations, where the absence occurred as a result of leave, reduction of employment time, resignation or termination of contract,

provided contributions, as determined by the Teachers' Superannuation Commission, plus interest are made by or on behalf of the teacher calculated on the amount the teacher would have received had the teacher been employed as a teacher.

This provision shall include periods of absence in addition to the one year already available for purchase.

5.3.2 The Government shall provide matching contributions on the amounts paid by or on behalf of a teacher as per Clause 5.3.1.

5.4 **Saskatchewan Teachers Retirement Plan: Teaching Service**

Effective February 3, 1998 the Government shall make contributions to the Saskatchewan Teachers Retirement Plan for periods of parenting as allowed by the Income Tax Regulations, to coincide with changes to the STRP Plan Text.

This provision shall include periods of absence in addition to the one year already available for purchase.

5.5 **Teachers Superannuation Plan: Reciprocal Agreement – Transfer Credit**

Where a teacher has transferred service out of Saskatchewan under the 1978 Interprovincial Reciprocal Agreement, and has subsequently transferred that service back to Saskatchewan under a successor agreement, any excess amount of the twice contributions plus interest that was originally available for transfer, but was not transferred shall be brought forward at plan crediting rates for the intervening period and used to offset any shortfall arising as a result of the return transfer.

5.6 **Teachers Superannuation Plan: Annual Report – Reporting of Personal Information**

The requirements of Clauses 49(2) (a) to (f) of *The Teachers Superannuation and Disability Benefits Act* to include personal information in the Annual Report of the Teachers' Superannuation Commission shall be amended to comply with the Freedom of Information and Protection of Privacy legislation respecting the disclosure and privacy of personal information.

5.7 **Teachers Superannuation Plan: Property Settlement on Marriage Breakdown – Transfer Out of Canada**

The requirement that the commuted value of a teacher's pension be transferred to a locked-in RRSP shall not apply if the spouse is not a resident of Canada. If the spouse is not a resident of Canada, the commuted value shall be paid in cash subject to Canadian withholding tax.

5.8 **Teachers Superannuation Plan: Regulations to *The Teachers Superannuation and Disability Benefits Act***

The Regulations to *The Teachers Superannuation and Disability Benefits Act* shall be amended as recommended by the Teachers' Superannuation Commission for the following purposes:

- (a) to eliminate provisions that were included in the Act during recent amendments;
- (b) to eliminate unnecessary administrative detail that more properly rests in Commission policy;
- (c) to update terminology to reflect current usage; and
- (d) to eliminate redundant or outdated provisions.

5.9 **Teachers Superannuation Plan:
Statutory Authority Respecting Fees for Completion of Medical Forms**

The Teachers Superannuation and Disability Benefits Act shall be amended to allow regulations to be made respecting fees for the completion of medical forms instead of prescribing those fees.

5.10 **Teachers Superannuation Plan:
Saskatchewan High School Athletics Association**

The Saskatchewan High School Athletics Association shall be prescribed in the Regulations as an employer for the purposes of the Act.

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 Clauses 2.1.1 and 2.1.2 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.
- 6.6.1 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.

ARTICLE SEVEN

SICK LEAVE

7.1 Preamble

7.1.1 Benefit

Every teacher is entitled to the teacher's salary during periods of absence due to sickness in accordance with this Article.

7.1.2 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 SUB 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.

7.2 Entitlement

7.2.1 Determination of Entitlement

7.2.1.1 The entitlement of a teacher who is, within the meaning of Clause 7.1.2, 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.

7.2.1.2 A teacher to whom only Clauses 7.1.2 (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.

7.2.2 **Availability of the Entitlement**

7.2.2.1 The teacher's sick leave entitlement shall be credited and available to the teacher on the first school day of each academic year or, if employed for less than a full academic year, on the first school day of employment, or in the event Clause 7.2.1.2 applies, on the first school day of return to teaching.

7.2.2.2 A teacher may use the teacher's entitlement at any time during the academic year.

7.3 **Deductions from Sick Leave**

7.3.1 **Sickness**

A teacher's absence due to sickness shall be deducted from the teacher's sick leave entitlement in accordance with Clause 7.4.2.1.

7.3.2 **Appointments**

It is expected that teachers will schedule medical, dental and optical 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.

7.3.3 **Health of Foetus**

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 this Article.

7.3.4 **Partial Sick Leave Benefits**

7.3.4.1 The provisions of Clause 7.3.4 shall be administered in accordance with the employer's duty to accommodate, as required by the Saskatchewan Human Rights Code.

7.3.4.2 **Reduction of Teaching Time**

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, is entitled to receive salary under this Article for that portion of time the teacher is unable to teach subject to the following conditions:

7.3.4.2.1 A plan for such a reduction that 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.

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

7.3.4.2.3 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 7.3.4.2.2 applies.

7.3.4.3 **Return to Teaching**

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

7.3.4.3.1 A plan for such a re-entry that 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.

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

7.3.4.3.3 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 7.3.4.3.2 applies.

7.4 Administration of Sick Leave

7.4.1 Accumulative Sick Leave Record

- 7.4.1.1 Every board of education shall establish an accumulative sick leave (ASL) record for each teacher in its employ.
- 7.4.1.2 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) upon termination of employment with that board; or
 - (b) upon the request of the teacher.

7.4.2 ASL Credits and Debits

- 7.4.2.1 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.
- 7.4.2.2 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.
- 7.4.2.3 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 Department of Learning; or
 - (iii) where the teacher's contract was terminated in accordance with Section 210(1)(b) of *The Education Act, 1995*; or
 - (d) a period during which the teacher is employed by a Saskatchewan board of education in an out-of-scope position.

7.4.3 **Portability**

The total credits in a teacher's ASL record (as determined in accordance with Clause 7.4.2) are portable from one board of education in Saskatchewan to another.

7.4.4 **Evidence of Eligibility**

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

7.4.4.2 When a teacher gives notice of absence under this Article, a board of education may require that payment of benefits be supported with a medical certificate by a qualified medical, dental or optical practitioner certifying that the teacher is medically unfit for duty as a teacher. Such request must be made within 30 days from the first day's absence on account of such sickness.

7.4.4.3 The board of education reserves the right to require further proof of sickness from a medical, dental or optical practitioner designated by the board. The expense of same is to be borne by the board and the teacher authorizes such practitioner to report directly to the board with respect to that teacher's condition.

7.4.5 **Payment of Benefits**

7.4.5.1 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.

7.4.5.2 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:

- (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.

ARTICLE EIGHT

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

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.

8.2 Entitlement

8.2.1 A teacher is eligible for SUB 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 or in the period between the date of birth and the conclusion of the two week waiting period; and
- (c) on maternity leave.

Notwithstanding Clause 8.2.1(c), if a teacher is 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 is 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.

8.2.2 Every teacher who is eligible for SUB Plan benefits in accordance with Clause 8.2.1 is entitled to such benefits for a presumptive period of nine weeks commencing the date of delivery without being required to provide medical evidence.

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

8.2.3 Every teacher who is eligible for SUB Plan benefits in accordance with Clause 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 or following the presumptive period established in Clause 8.2.2, is entitled to benefits upon submission of medical evidence to the board in accordance

with Clause 8.3.3. The period of claim shall include all periods of time during which the teacher meets the criteria of Clause 8.2.1.

8.2.4 **Maximum Eligible Period**

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

8.3 **Administration of SUB Plan**

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

The SUB Plan shall be administered in accordance with the following procedures.

8.3.1 **Forms**

8.3.1.1 A teacher shall apply to the board of education for SUB Plan benefits using *Form I Application*, the medical forms *Form II Presumptive Period Practitioner's Report* and *Form III Extended Benefit Period Practitioner's Report* attached to this Agreement as Appendices A, B and C.

8.3.1.2 The forms referred to in Clauses 8.3.1.1 and 8.3.4.1 are the only forms used in the administration of the SUB Plan and shall only be modified by mutual agreement of the parties to this Agreement.

8.3.2 **Application Procedures for Presumptive Period**

8.3.2.1 The teacher shall submit Form I and Form II no later than 120 days following the birth of her child. It is preferred that Form I accompany the notice of intention to take a maternity leave.

8.3.2.2 The board of education shall administer the application in a timely fashion.

8.3.3 **Application Procedures for Extended Benefits**

8.3.3.1 The teacher shall submit Form I and Form III 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. It is preferred that Form I accompany the notice of intention to take a maternity leave.

8.3.3.2 The board of education, within 14 days of the receipt of Form III, may require further medical evidence or second opinion to support the application for benefits.

8.3.3.3 If the board of education does not request further medical evidence within 14 days, the application for extended benefits is deemed approved.

- 8.3.3.4 If the board of education requests further medical evidence, that evidence shall be obtained as a result of a personal interview with a qualified 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.
- 8.3.3.5 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 8.3.3.4 and shall authorize the medical practitioner to report directly to the board with respect to that teacher's condition.
- 8.3.3.6 The expense of further medical evidence is to be borne by the board.

8.3.4 Calculation and Payment of Benefits

- 8.3.4.1 The form *Calculation of SUB Plan Payment* attached to this agreement as Appendix D is the form used to calculate the payment.
- 8.3.4.2 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.
- 8.3.4.3 The teacher's weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$
- 8.3.4.4 Benefits under the provisions of this Article are payable in respect of the number of school days prescribed by the Minister of Learning in accordance with the provisions of *The Education Act, 1995*.
- 8.3.4.5 The board of education shall commence payment of benefits in accordance with the provincial and local collective agreements.
- 8.3.4.6 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.

8.3.5 **Related Benefits**

- 8.3.5.1 A teacher in receipt of SUB 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 SUB Plan benefits.
- 8.3.5.2 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*.

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 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.
- 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 Collective 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 teaching certificate.

ARTICLE TEN

TEACHER PERSONNEL FILES

10.1 Statement of Access

A teacher's personnel file maintained by the Department of Learning 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 Learning 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 Learning 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 Learning or board of education.

10.2.5 The Department of Learning 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.

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 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.

ARTICLE TWELVE

OTHER LEAVES

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.

12.2 Quarantine

12.2.1 Entitlement

Every teacher in case of quarantine by order of a medical health officer or the Department 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 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*, 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 fulfill 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.

- 12.3.2 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.
- 12.3.3 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, this Article will not be used for meetings of Federation annual councils.

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 DEPARTMENT OF LEARNING

- 14.1 Teachers seconded to the Department of Learning 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 prorated.

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 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.

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 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.
- 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 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.
- 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.

Appendix A

<p>Form I APPLICATION Teacher Provincial Collective Bargaining Agreement Supplemental Unemployment Benefits</p>		
<p>I hereby apply to the _____ School Division for Supplemental Unemployment Benefits in accordance with Article 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">• 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;"><i>Form II Presumptive Period Practitioner's Report</i> <i>Form III Extended Benefit Period Practitioner's Report</i></p>• 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	
For Board Use Only		
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

Form II
**Presumptive Period
PRACTITIONER'S REPORT**

Teacher Provincial Collective Bargaining Agreement
Supplemental Unemployment Benefits

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.

Part 1: Teacher Identification and Authorization

Last Name First Name Initial

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.

Teacher's Signature Date

Part 2: Attending Practitioner's Statement

Actual Date of Delivery

Last Name (please print) First Name

Address

City Province Postal Code

Phone Fax

Attending Practitioner's Signature Date

Appendix C

Form III
Extended Benefit Period
PRACTITIONER'S REPORT

Teacher Provincial Collective Bargaining Agreement
Supplemental Unemployment Benefits

This medical certificate is required to support this claim for Supplemental Unemployment Benefits for the period prior to and/or beyond the presumptive period of nine weeks post delivery.

Part 1: Teacher Identification and Authorization

Last Name	First Name	Initial
-----------	------------	---------

Date of benefit period being claimed:

Pre delivery _____ to _____
and/or
Post presumptive period _____ to _____

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 prior to and/or beyond the presumptive period nine weeks post delivery.

Teacher's Signature Date

Part 2: Attending Practitioner's Statement

Expected Date of Delivery	Actual Date of Delivery
---------------------------	-------------------------

Mode of delivery: Vaginal Caesarian Section

Date of Hospital Admission	Date of Discharge
----------------------------	-------------------

Comments regarding complications in delivery: _____

.../2 (over)

Pre delivery: Not Hospitalized

Date of Hospital Admission

Date of Discharge

Comments regarding complications in pre delivery: _____

Post delivery: _____ Not Hospitalized

Date of Hospital Admission

Date of Discharge

Comments regarding complications in post delivery: _____

Other factors that may affect recovery (please specify): _____

To the best of my knowledge:

This teacher has been medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery from _____ until _____.

This case will be reviewed _____ or next appointment to be determined .

Attending Practitioner

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
	(A)
Annual Rate of Salary in Effect	Daily Rate
(B)	(C)
SUB Plan Daily Rate (A x 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			
Totals		(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 Saskatoon, Saskatchewan this 28th day of September 2002.

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

[Signature]
[Signature]
Jim Littlewood
[Signature]
Raymond Martin
Lance Bean
D. Thompson
[Signature]
R. A.

Signed on behalf of the Teachers
of Saskatchewan

[Signature]
Wayne Clements
[Signature]
Donna Coleman

MEMORANDUM OF AGREEMENT

RE: SICK LEAVE AND SUB PLAN BENEFITS

Whereas the parties to the 2000-2002 Provincial Collective Bargaining Agreement established a Committee to review Article 7 of the Agreement; and

Whereas the parties received the report of that Committee including recommendations that the review of matters related to administration of sick leave benefits continue;

The parties to the 2002-2004 Provincial Collective Bargaining Agreement agree:

1. A Committee shall be established no later than December 31, 2002.
2. The Committee shall consist of two members appointed by each of Saskatchewan Learning, the Saskatchewan Teachers' Federation and the Saskatchewan School Trustees Association.
3. The Terms of Reference of the Committee shall be:
 - (a) to develop consistent guidelines for the application of Articles 7 and 8 that also respect the diversity across the province;
 - (b) to recommend provisions for portability of sick leave in the broader context of dealing with issues related to aboriginal education, recruitment and retention and other controlled variations in collective agreements such as related experience, community school designations and incremental credit for paid leaves determined locally;
 - (c) to determine what medical information may be requested in the administration of sick leave and SUB Plan benefits and to develop common medical forms that reflect this information; and
 - (d) to consider any other related matters as the Committee considers appropriate.
4. The Committee shall report its findings and recommendations to the parties to this Agreement within the term of this Agreement.

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

Saskatoon, Saskatchewan this 20th day of September 2002.

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

Signed on behalf of the Teachers
of Saskatchewan

[Signature]
[Signature]
Jim Littlewood
[Signature]
Arnynd Martin
Lance Bean
D. Thompson
[Signature]
R. A.

[Signature]
[Signature]
[Signature]
Donna Coleman

MEMORANDUM OF AGREEMENT

RE: PENSION FUNDING

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 2002-2004 Provincial Collective Bargaining Agreement for teachers hereby agree as follows:

1. The Government of Saskatchewan and the Saskatchewan Teachers' Federation will continue to study jointly the funding of teacher pensions in Saskatchewan.
2. The purposes of the study will be to:
 - (a) ensure that all parties are fully and accurately informed about the financial status of the STRP and about the terms and conditions of the STRP relative to those of the TSP, both currently and for the future;
 - (b) establish a base for further analysis and informed policy debate with respect to the STRP; and
 - (c) undertake further analysis and obtain further actuarial advice so as to obtain more detailed and refined information with respect to funding options for the TSP and STRP and the implications of those options.

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

Saskatoon, Saskatchewan this 28th day of September 2002.

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

Signed on behalf of the Teachers
of Saskatchewan

[Signature]
[Signature]

John Kittlewood
[Signature]

[Signature]

Lance Bean

D. Thompson

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R. Aen

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Wayne Clements

[Signature]

Donna Coleman

