

Interpretive Bulletin

2010-2013 Provincial Collective Bargaining Agreement

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

Memorandum

To: Boards of Education
Directors of Education
Chief Financial Officers
Teachers
LEADS Executive Director
SASBO Executive Director

From: Darlene Thompson, Chairperson, Government-Trustee Bargaining Committee
Gwen Dueck, Chairperson, Teachers' Bargaining Committee

Date: October 4, 2011

Re: *Interpretive Bulletin for the 2010-2013 Provincial Collective Bargaining Agreement*

Each party to the *2010-2013 Provincial Collective Bargaining Agreement* has a responsibility to implement the terms and conditions of the Agreement. By virtue of signing the Agreement, each party commits to fulfilling the negotiated terms and conditions of the Agreement.

The purpose of this *Interpretive Bulletin* is to summarize and clarify the substantive changes in the *2010-2013 Provincial Collective Bargaining Agreement* as agreed to by all parties. Changes in grammar, punctuation, spelling or wording that are of a housekeeping nature are not addressed in the bulletin.

Signed at Regina this 4th day of October, 2011.



Darlene Thompson
Government-Trustee Bargaining Committee



Gwen Dueck
Teachers' Bargaining Committee

Preamble

New to the Agreement is a preamble that articulates the commitments of the parties to the Agreement during the collective bargaining process. It underscores the commitment to a collaborative and respectful culture that supports publicly funded education in Saskatchewan.

Article One – Application of the Agreement

The term of the Provincial Collective Bargaining Agreement is September 1, 2010 to August 31, 2013.

Article Two – Salaries of Teachers

1. Teacher placements on the salary schedules are to be made as follows:

- a) 2010-2011 according to Clause 2.1.1 (a) to (f).
- b) 2011-2012 according to Clause 2.1.2 (a) to (e).
- c) 2012-2013 according to Clause 2.1.3 (a) to (e).

The Step Placement Chart contained in Appendix F is used in conjunction with Article 2 of the Agreement to determine salary. Appendix F sets out placements in each school year based on the number of completed years of experience. Increment dates shall be established in accordance with Clause 3.3.

2. It is recommended that the retroactive payment for 2010-2011 and 2011-2012 be made no later than November 30, 2011. Thereafter, the salary should be paid in the usual way, that is, as outlined in Clause 2.4 and respecting the provisions in local agreements. Retroactive payments should be clearly identified on payroll records.

The following are attached:

- a) Clause 2.1.1 including the salary schedule for 2010-2011.
- b) Clause 2.1.2 including the salary schedule for 2011-2012.
- c) Clause 2.1.3 including the salary schedule for 2012-2013.
- d) Appendix F – Step Placement Chart.

3. The addition of Clause 2.1.2 (a)(i) affects the step placement of teachers. Effective September 1, 2011, a teacher is placed at Step 11 at the commencement of 11 years of service in accordance with Article 3. In addition, all teachers with greater than 11 years of service shall be placed at Step 11.

Article Four – Allowances for Principals, Vice-Principals and Assistant Principals

1. As outlined in Clause 4.4.2, with the commencement of the *2010-2013 Provincial Collective Bargaining Agreement*, there will be no changes in the first year of the Agreement. Effective September 1, 2011 the designations of vice-principal and assistant principal will be considered interchangeable with the exception of those who were in the position of assistant principal prior to September 1, 2011. Their salary and position is grandfathered.

As outlined in Clause 4.4.3, this Agreement ensures that those in the position of assistant principal prior to September 1, 2011 will maintain their current administrative allowance and position as long as they continue to serve in that grandfathered position.

2. The language in Clauses 4.3.2, 4.4.3 and 4.6.5 have been amended to clarify the protective provisions provided to administrators in the event of a transfer. These amendments ensure that vice-principals and assistant principals receive the appropriate allowance, “that the teacher would receive if the teacher were principal of the school.”
3. In Clause 4.5.1 changes have been made to improve clarity by beginning the sentence, “If neither a principal nor vice-principal is ...”
4. Clause 4.7 regarding special schools has been removed.
5. The retroactive payment for principals in respect of 2010-2011 consists of the difference between the 2010-2011 allowance rates in Clauses 4.2.1 and 4.2.2 and the amounts previously paid based on the 2009-2010 allowance rates in Clauses 4.2.1 and 4.2.2.

It is recommended that the retroactive payment for principals for 2010-2011 and 2011-2012 be made no later than November 30, 2011. Retroactive payments for principal allowances should be clearly identified for payroll purposes. Clause 4.2 outlines the principal's basic allowance and the allowance for personnel equivalents (see page 9).

6. The retroactive payment for vice-principals and assistant principals in respect of 2010-2011 consists of the difference between the 2010-2011 allowance rates outlined in Clauses 4.3 and 4.4 and the amounts previously paid based on the 2009-2010 allowance rates in Clauses 4.3 and 4.4.

It is recommended that vice-principal and assistant principal retroactive payments for 2010-2011 and 2011-2012 be made no later than November 30, 2011. Retroactive payments of vice-principal and assistant principal allowances should be clearly identified on payroll records.

Article Five – The Superannuation of Teachers

Clause 5.2, Government Contributions: Saskatchewan Teachers Retirement Plan and Clause 5.3, Teachers Superannuation Plan: Teaching Service have been removed as these two provisions are now contained in *The Teachers Superannuation and Disability Benefits Act*.

Article Seven – Duty to Accommodate for Disability and Sick Leave

1. This Agreement incorporates all language that was agreed to and included in the *Addendum to the Memorandum of Agreement Duty to Accommodate and Return to Work*, November 27, 2009.
2. Clause 7.5.1.2 now requires boards of education to provide teachers in their employ with a copy of the teacher's ASL (Accumulated Sick Leave) record at the end of each school year.

Article Eight – Supplemental Employment Benefits Plan

1. The name of the Supplemental Unemployment Benefits (SUB) Plan has been changed to the Supplemental Employment Benefits (SEB) Plan.
2. As outlined in Clause 8.1.1, the provisions set out in Article 8 take effect September 1, 2011 or school opening (see Clause 1.2.2). Prior to this date the provisions set out in the *2007-2010 Provincial Collective Bargaining Agreement* apply.
3. Under Clause 8.2 medical evidence is no longer required to access the Supplemental Employment Benefits.
4. There is a change in Clause 8.2.1(b) where the teacher's eligibility for Supplemental Employment Benefits now includes " ... the period between the estimated date of birth **or date of delivery, whichever is earlier, ...**"
5. There is a change to Clause 8.2.3. The maximum eligible period for the Supplemental Employment Benefits is increased effective September 1, 2011 or school opening from 12 weeks to 17 weeks.
6. The following forms to administer the Supplemental Employment Benefits Plan have been amended to reflect the above changes:
 - a) Appendix A – *Form 8-I Application – Supplemental Employment Benefits*
 - b) Appendix B – *Form 8-II Practitioner's Report – Confirmation of Date of Delivery*
 - c) Appendix C – *Form 8-III Calculation – SEB Plan Payment*

Article Nine – Criteria for the Designation of Out-of-Scope Personnel

There is a change in Clause 9.1.2. The number of employees, excluding the director of education, which may be designated by the Educational Relations Board as not being a teacher, is increased from one employee to three employees for the first 50 teachers employed by the board of education.

Article Ten – Teacher Personnel and Medical Files

The parties have agreed to establish a stakeholder committee that will advise on the development of resource materials to assist the educational sector in complying with the Local Authority Freedom of Information and Protection of Privacy legislation.

Article Eleven – Dental Plan

Effective September 1, 2012, a new Clause 11.5.2 provides dental plan coverage for up to 50% reimbursement of adult orthodontics for a lifetime maximum of \$2,000 per teacher.

Article Thirteen – Teacher Classification

The Government of Saskatchewan will provide the parties to the Provincial Collective Bargaining Agreement with proposed legislative and subsequent regulatory changes for the establishment of the Teacher Education, Certification and Classification Board for review and input.

Article Fifteen – Comprehensive Health Care Plan

Clause 15.4.2.1 provides that effective April 1, 2012 the Government of Saskatchewan will fund the plan based on a monthly payment schedule rather than the current quarterly payment schedule.

Additional Items

1. Memorandum of Agreement Re: Good Practices and Dispute Resolution

The parties to the Provincial Collective Bargaining Agreement agree to establish a committee no later than January 31, 2012. The committee's Terms of Reference include to review and renew the *Good Practices and Dispute Resolution* report (December 2002), the recommendations contained in the report and to prepare an action plan for moving the recommendations forward for the consideration of the parties to the Agreement. The committee will report its findings and recommendations to the parties to the Agreement within the term of the Agreement.

2. Letter of Understanding Re: Access to Benefits for Teachers Employed in First Nations Schools

The parties to the Provincial Collective Bargaining Agreement agree to recommend that the Government of Saskatchewan place before the Legislative Assembly such amendments to *The Teachers Superannuation and Disability Benefits Act*, *The Teachers' Dental Plan Act* and *The Teachers' Life Insurance (Government Contributory) Act* as to provide teachers employed in First Nations schools with access to the various teacher benefit plans.

Article Two

Salaries of Teachers

2.1 The annual rate of salary of all full-time teachers for the period September 1, 2010 to August 31, 2013 shall be determined by the application of the following schedules according to the regulations governing the classification of teachers and the provisions of Article 3 hereof. For the purposes of this Agreement, salary shall include the annual rate of basic salary specified in Clauses 2.1.1, 2.1.2 and 2.1.3.

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

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2010 will be assigned to the same class and step in the salary grid in effect September 1, 2010 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2010 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2010; the first time the teacher begins teaching after September 1, 2010, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (f) A teacher is placed at Step 15 at the commencement of 15 years of service in accordance with Article 3.

The annual rate of basic salary of all full-time teachers for the period September 1, 2010 to August 31, 2011 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	40277	40277	40277	40277	48296	51034	54373
2		41333	41333	41333	50182	52977	56390
3		43081	43081	43081	52894	55793	59337
4		44827	44827	44827	55603	58610	62284
5		46576	46576	46576	58314	61427	65231
6		48320	48320	48320	61024	64242	68179
7		50069	50069	50069	63737	67057	71125
8		51816	51816	51816	66448	69874	74073
9		53564	53564	53564	69158	72689	77019
10		55309	55309	55309	72982	76617	81081
15		57537	57537	57537	75370	79040	83544

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

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2011 will be assigned to the same class and step in the salary grid in effect September 1, 2011 unless the teacher qualifies for an increment.
 - i) Effective September 1, 2011, a teacher is placed at Step 11 at the commencement of 11 years of service in accordance with Article 3. In addition, all teachers with greater than 11 years of service shall be placed at Step 11.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2011 will be assigned to Step 1.

- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2011; the first time the teacher begins teaching after September 1, 2011, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2011 to August 31, 2012 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	42087	42087	42087	42087	50467	53327	56815
2		43581	43581	43581	52722	55668	59262
3		45128	45128	45128	55078	58111	61815
4		46730	46730	46730	57540	60662	64477
5		48388	48388	48388	60111	63325	67254
6		50106	50106	50106	62798	66105	70150
7		51884	51884	51884	65604	69007	73171
8		53726	53726	53726	68536	72036	76323
9		55633	55633	55633	71599	75198	79610
10		57607	57607	57607	74799	78499	83038
11		59652	59652	59652	78143	81945	86614

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

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2012 will be assigned to the same class and step in the salary grid in effect September 1, 2012 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2012 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2012; the first time the teacher begins teaching after September 1, 2012, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2012 to August 31, 2013 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	42929	42929	42929	42929	51476	54393	57952
2		44453	44453	44453	53776	56781	60448
3		46031	46031	46031	56180	59273	63051
4		47664	47664	47664	58690	61875	65766
5		49356	49356	49356	61313	64592	68599
6		51108	51108	51108	64054	67427	71553
7		52922	52922	52922	66916	70387	74635
8		54800	54800	54800	69907	73476	77849
9		56745	56745	56745	73031	76702	81202
10		58760	58760	58760	76295	80069	84699
11		60845	60845	60845	79706	83584	88347

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Redundancy Pay

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

(a) regarding the first five years by multiplying

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

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.

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

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

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

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

Appendix F

Step Placement Chart

(Articles 2.1.1, 2.1.2 and 2.1.3)

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

Principles of Placement

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

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

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

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 \$6,750 for the period September 1, 2010 to August 31, 2011, a basic allowance of \$6,954 for the period September 1, 2011 to August 31, 2012 and a basic allowance of \$7,164 for the period September 1, 2012 to August 31, 2013.

4.2.2 Allowance for Personnel Equivalents

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

Number of Personnel Equivalents	Allowance per Personnel Equivalent Sep 1/10 - Aug 31/11	Allowance per Personnel Equivalent Sep 1/11 - Aug 31/12	Allowance per Personnel Equivalent Sep 1/12 - Aug 31/13
The first 10	\$810	\$834	\$860
The next 10	\$566	\$583	\$601
Over 20	\$274	\$282	\$291

4.2.2.1 The principal shall be excluded in the calculation of personnel equivalents.

4.2.2.2 Each teacher employed on a regular part-time basis or on a replacement or temporary contract shall be counted in the calculation of personnel equivalents according to his or her contract time.

4.2.2.3 Itinerant teachers employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.

4.2.2.4 Each full-time or part-time non-teaching personnel (exclusive of custodial or maintenance staff), who is employed by the board of education in the school and who is under the direction and supervision of the principal, shall be counted as 0.25 of a personnel equivalent.

4.2.2.5 Itinerant non-teaching personnel employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.

4.2.2.6 Provided that if, on any date during the academic year, the number of personnel equivalents varies by one or more or by an amount sufficient to alter the allowance by more than 5%, the total allowance payable on and after that date shall be recalculated.

4.3 Vice-Principals

4.3.1 When a teacher is appointed to be a vice-principal, the teacher shall receive an allowance equal to 50% of the allowance that the principal of that school receives.

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

4.4 Assistant Principals

4.4.1 When a teacher is appointed to be an assistant principal, the teacher shall receive an allowance equal to 60% of the allowance that the principal of that school receives.

4.4.2 Effective September 1, 2011, any reference in this Agreement to a vice-principal is deemed to include assistant principal.

4.4.3 Notwithstanding 4.4.2, every teacher who holds the position of assistant principal on or before September 1, 2011 shall receive an allowance equal to 60% of the allowance that the teacher would receive if the teacher were principal of the school.

4.5 Acting Principals and Acting Vice-Principals

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

4.6 Protective Provisions

- 4.6.1 Where a principal is transferred by the employing board of education to another principalship in a school having the same or a greater number of personnel equivalents than the school from which the principal was transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
- 4.6.2 Where a principal is transferred by the employing board of education to another principalship in a school having fewer personnel equivalents than the school from which the principal is transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
This provision shall not apply if:
 - (a) the principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.
- 4.6.3 The provisions of Clauses 4.6.1 and 4.6.2 shall apply to vice-principals in the same way as they apply to principals.
- 4.6.4 Where a vice-principal is transferred to the principalship of a school having fewer personnel equivalents than the school from which the vice-principal was transferred, the annual allowance shall be not less than the rate of annual allowance the vice-principal was receiving prior to the transfer.
This provision shall not apply if:
 - (a) the vice-principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.
- 4.6.5 When a principal is transferred to the vice-principalship of another school, the annual allowance shall be not less than the annual allowance that would have been received prior to the transfer provided that such allowance shall not exceed 90% of the allowance that the teacher would receive if the teacher were principal of the school.
This provision shall not apply if:
 - (a) the principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.

