

# CONCILIATION

# BOARD

# REPORT

BOARD APPOINTED BY THE EDUCATIONAL RELATIONS BOARD ON AUGUST 31, 2014, IN RESPECT OF THE PROVINCIAL COLLECTIVE BARGAINING DISPUTE BETWEEN THE SASKATCHEWAN TEACHERS' FEDERATION, THE GOVERNMENT OF SASKATCHEWAN AND THE SASKATCHEWAN SCHOOL BOARDS' ASSOCIATION

ANDREW C. L. SIMS, Q.C. - CHAIR

CAROL MOEN - MEMBER

ROY CHALLIS - MEMBER

FEBRUARY 10TH, 2015

SASKATCHEWAN TEACHERS'  
FEDERATION BARGAINING  
COMMITTEE MEMBERS

GWEN DUECK - CHAIR

RANDY CLINE

MURRAY GUEST

SONJA SUSUT

GORDON HAMILTON

GOVERNMENT - TRUSTEE  
BARGAINING COMMITTEE  
MEMBERS

DOUG FORSETH – CHAIR

CONNIE BAILEY

DARREN MCKEE

DAVID SPENCER

RICK MCKILLOP

RANDY WARICK

WAYNE BACK

RONNA PETHICK

KATHY PONATH

# CONCILIATION BOARD REPORT

The Chair of the *Educational Relations Board* established this three person Conciliation Board in accordance with the collective bargaining provisions of the *Education Act, 1995*. We were appointed to “endeavour to bring about agreement between the parties with respect to the matters ...[in dispute]”.

The parties are the Saskatchewan Teachers Federation (“STF”), the exclusive bargaining agent for the Province’s 13,000 professional teachers, and the Government-Trustee bargaining committee, representing the Province’s School Boards and *Ecolé Scholaire*, as well as the Ministry of Education on behalf of the Government of Saskatchewan. The School Boards employ teachers while the Government is responsible for educational funding.

In normal circumstances, conciliation would occur in the later stages of collective bargaining, in advance of the parties reaching a proposed settlement. We were faced with a unique and challenging situation where, before conciliation, the parties negotiated not just one but two tentative agreements. Both those tentative agreements were made subject to ratification and then failed to get majority support amongst the members of the STF.

Normally, such a rejection would lead the parties on to the next stage of collective bargaining; a testing of strength and public support through a strike or a lockout. Both sides before us recognized the dangers and disruption involved in taking that next step. The STF applied for, and the Government-Trustee bargaining committee agreed to participate in, this conciliation process, and then to extend its mandate during the time necessary to explore all possible settlement options.

At the outset, we wish to express our thanks to the members of each bargaining committee for their thorough, insightful and frank submissions, and for the long hours, hard work and self-evident dedication they brought to the task. We have worked with them since our appointment on August

28<sup>th</sup>, 2014. We have reviewed complex and comprehensive materials and met with them in person for 10 full days. The committees listened to each other attentively and respectfully and engaged in serious dialog in search of solutions. We have been impressed with their commitment, evident respect for each other's roles, understanding of the fiscal climate, the real life challenges teachers experience, and most of all their common commitment to public education.

## WHAT IS A CONCILIATION BOARD?

As this report affects many people, we describe briefly the role of a conciliation board. It is one mechanism, available under the *Education Act, 1995*, which can be used to help resolve a collective bargaining dispute between teachers and school boards, or in the case of provincial bargaining, teachers, school boards and government.

The Chair of the Educational Relations Board has the authority to establish a conciliation board when she thinks it might assist in bringing about an agreement. Such a board consists of a nominee from the teachers of Saskatchewan (in this case, Ms. Carol Moen) and a nominee from the Boards of Education and the Government of Saskatchewan (in this case Mr. Roy Challis). Those nominees then select a third person to chair the board (in this case, Mr. Andrew C. L. Sims Q.C.). The three-member board, in this case bringing decades of educational bargaining experience to the task, meets with the parties to explore what might be done to resolve the dispute.

Conciliation is different from binding arbitration, which is another mechanism available under the Act. With arbitration, the arbitration board has the power, from the outset, to impose a settlement. A conciliation board has no such binding powers unless the parties decide, at some time during the process, to accept whatever recommendations the conciliation board makes. Section 257 of the *Education Act, 1995* allows the conciliation board to establish its own procedures but requires that it “...endeavour to bring about agreement between the parties with respect to the matters [in dispute]”.

The Act recognizes that sometimes the parties may, through conciliation, reach a settlement voluntarily. It also recognizes that, even if that cannot be achieved, the parties may nonetheless be

persuaded that the conciliation board has obtained a sufficient grasp of the realities of the situation that their recommendations will represent the best agreement possible in the circumstances. When this is so, section 259 of the Act allows the parties to agree, at any time in advance of the conciliation board's report being submitted, to be bound by its recommendations.

Absent one of these results, a report is sent to the chair of the Educational Relations Board. The parties may then accept or reject the recommendations, or jointly ask that Board to establish an arbitration board. The Government-Trustee bargaining committee has, throughout the process, rejected arbitration as an option. Without acceptance by both parties, or a joint request for arbitration, the parties are left with the strike or lockout options referred to above.

## OUR RESPONSIBILITY

The job of a conciliation board like ours is thus to join with the two bargaining committees and work with them to overcome the barriers to settlement. Some of that involves exploring new options and reframing proposals in a fashion that both parties might accept. It is to try to satisfy a broader range of demands with the achievable resources. It is to try to find new compromises that help the parties in *"Getting to Yes"*.

It also involves exploring the potential for greater resources or reduced demands. While this must include respect for each committee's mandate, it must also involve testing mandates to ensure that whatever might be done to achieve an agreement is properly put to and considered by those with ultimate decision making authority.

There is a third function a conciliation board must sometimes serve. That is to remind everyone of the consequences of *"Not Getting to Yes"*. Failure to agree means facing the risks of confrontation through a strike or lockout.

Education is unique. Strikes and lockouts do not work in the usual way; through supply and demand and the ability to bring market forces to bear. In the world of teacher bargaining, a strike involves disrupting the education of students in the hope that the public reaction will test the government's resolve and result in increased resources. A lockout puts the pressure of lost income on teachers, and may eventually result in a willingness by teachers to live with what they were previously unwilling to accept.

However, at other times such job action or the threat of job action leads governments to intervene with legislation, imposing an agreement to end or avoid a work stoppage. One does not have to reach too far afield or too far back in Canadian history to find examples of each of these results.

## PROVINCIAL BARGAINING

Professional teaching is a unique form of employment. In Saskatchewan, provincial bargaining only deals with some of the teachers' terms and conditions of employment. The balance come from two other sources:

- **Statutory provisions** governing teachers contained in the *Education Act, 1995* and *The Teachers Federation Act, 2006*; and
- Terms and conditions **negotiated locally** with the Province's various school boards.

A teacher's working environment is also intimately connected to the ways in which the school year, the school day, and the required number of school hours for students are established, regulated provincially, and put into practice locally.

Section 237 of the *Education Act, 1995* describes, in detail, and despite some flexibility, those topics to be bargained provincially and those topics subject to local bargaining. It is understandable that teachers might respond to legislative change or to local circumstances by asking the STF to seek protections at the provincial bargaining table. Equally, however, it is hardly surprising that School Boards resist provincially bargained protections that impinge on what they view to be important aspects of their local autonomy. Similarly, it is not surprising to see government resistance to new

collective agreement provisions covering matters previously, and in their view appropriately, addressed solely through legislation or regulation. We experienced all of this in the course of our work.

Our task involves provincial bargaining. The legislation and the various local agreements provided the backdrop to that task, but they are matters the parties have only a limited ability to change by agreement. That said, we cannot ignore the significant changes that have occurred in the governing legislation and regulations, in the Province's approach to public sector bargaining, and in the School Board-Provincial funding arrangements. These changes have heightened the challenges the parties face this time in trying to reach an agreement.

## CHANGES THAT ARE AFFECTING BARGAINING

The Saskatchewan Teacher's Federation and their collective bargaining partners from the School Boards and the Ministry of Education have bargained collectively, using a bi-level structure, since 1973. They have been able to achieve settlements without stoppages of work and in most cases, even without resort to conciliation processes. This, without the confrontations experienced in some other jurisdictions.

Significant and recent changes present new challenges, requiring adjustment to what worked before. Relationships and responsibilities have changed.

Section 237(2) of the Act leaves school boards and STF locals free to negotiate important local conditions. There is diversity between the various local agreements in what they provide, what those provisions cost, and how they affect each Board's ability to arrange its schedules and its school year. In the past, school boards had a measure of flexibility, allowing them to raise some tax revenue to help fund their local bargaining choices and administrative priorities. Funding now comes entirely from the Province. There is apprehension in some quarters that this will lead to financial pressures or further legislative change that will restrict local options or homogenize locally bargained provisions.

In the past, provincial bargaining for the government's part has been the responsibility of the Ministry of Education. Recently, the Province has also adopted a more centralized approach to public sector collective bargaining. This has been implemented through the Personnel Policy Secretariat and the Committee on Public Sector Compensation, and by economic mandates that apply across the public service rather than being crafted for individual agencies, ministries or employee types. This approach has diminished significantly the willingness of the Government, and the ability of bargaining committees, to entertain arguments seeking to elevate the priority of primary and secondary education in relation to other areas of government expenditure.

Legislative changes have also, directly or indirectly, raised concerns and fueled bargaining demands. In the interests of tourism, the start of the school year was moved (more recently with some exceptions) until after Labour Day. For some school boards, because of their local agreements, this has presented a challenge to accommodate both the necessary instructional time and their non-instructional commitments, all within a shortened calendar year.

In a move thought to ensure a sufficient quantity of classroom time, a new rule was enacted requiring a minimum 950 instructional hours for students each year. In 2012, the *Education Act 1995* was also changed to remove the requirement that "... the program of instruction in schools ... be conducted between 9:00 a.m. and 12:00 noon and between 1:00 p.m. and 3:30 p.m. on each school day". This provision defined when students would be taught. Indirectly, it also provided teachers with some assurances about their own hours of work, recognizing however that they are also assigned non-instructional work time beyond those specified classroom hours. Teachers have experienced some increase, and more significantly fear an unrestrained future increase, in their classroom hours, extended beyond those times provided for in the past.

The parties expressed differing views before us of the significance of these changes, of whether further change is necessary, and if so what. Some view this as a legislative concern only, beyond what the Act allows to be the subject of bargaining. We review some of that below under the heading "Teacher Time Issues". Beyond those debates, one side effect is significant. It is a feeling, by the STF, that its recognized place as a "partner in education" has diminished, due to what it feels to have been inadequate consultation before these substantial changes were introduced.



## COLLECTIVE BARGAINING, MANDATES, AND RATIFICATION

To explain the difficulties in getting to an agreement during this conciliation process, we need to address another complicating factor. Collective bargaining is a process that, of necessity, involves representative committees meeting with each other to try and find an agreement acceptable to the people they represent.

Each committee must be able to speak authoritatively for those it represents. Each must obtain a mandate. A mandate describes for a committee what to put forward to the other side in collective bargaining. Each committee tries to negotiate the best deal possible for those it represents. Rarely can both sides get all they want, which is why mandates must include priorities, and why committees must weigh those priorities in light of what is achievable, and find compromises where demands cannot be achieved. If each side were able to fulfill their mandate, collective bargaining would be easy. It is not.

There are trust and credibility factors involved in the collective bargaining process. Each committee needs to be able to trust that the messages they receive from the other side's committee are reliable and that the messages they transmit will be heard and accepted as credible. Too much "messaging", by persons or parties not directly engaged at the bargaining table, undermines both credibility and trust, and by doing so makes bargaining more difficult. "Off-the-table" messages often prove unreliable. In the new world of instant communication and social media it is too easy to distract bargaining away from the bargaining table, giving the appearance that, despite what the authorized bargaining committees say, the real messages are to be found on the nightly news or in the "twittersphere".

Our sense is that this phenomenon was partly responsible for the rejected tentative agreements. The way those rejections came about has made getting to a new agreement more difficult. Doubts about the viability of any further settlement lingered once bargaining resumed. Would further movement only lead to another rejection and further demands, a process sometimes described by labour boards as "receding horizon" bargaining? Would a revised settlement package truly settle the dispute or just invite unofficial job action as some form of protest? The earlier rejections, despite the bargaining

committee's support, compromised their ability to give convincing assurances on these questions, to the detriment of the ongoing process.

Saying no to a settlement package may be tempting if the assumption is that there will always be more. But the harsh reality is that the option is not "say yes or go back for more" it is "say yes, or be ready to strike or face the possibility of a lockout or legislation".

Despite these added difficulties the two bargaining committees resumed bargaining. The STF bargaining committee, following the directions of the STF Provincial Council, explained again its entire package of demands. In our initial meetings we reviewed every single proposal in detail. It was important that we understand the impetus behind each proposal and the explanations offered as to why agreement could not be reached. No issue was left unexplored, in the hope that new approaches might be found, priorities reassessed, and compromises obtained.

We have tested, and the STF bargaining committee has tested, the government's resolve in terms of allocating additional resources beyond its expressed financial mandate. While there has been modest movement in this respect, the spending mandate has and remains public sector wide, and firm.

At the end of the process the parties were still apart. Basically, the Province of Saskatchewan has placed limits on the resources it feels able to commit given its view of the state of the economy, public resistance to taxation, and the competing demands for public resources. The STF has advocated vigorously, but unsuccessfully, for additional government funding.

What the parties have managed to achieve through this process is to readjust how the available resources might best be allocated to address more of the issues important to teachers than was the case in the earlier settlement proposals. They have also moved forward with ways to address some very important non-monetary issues of concern to teachers and administrators alike.

As a conciliation board, we had the option of writing a report that said simply “These parties are too far apart and there is nothing we can do to bring them closer”. We have decided against that option. In our view, the terms of settlement set out below, while pressing what the Province is willing to commit financially to the limit, and falling short of what teachers believe is appropriate for the sector, represents a basis for settlement that, for each party, is a preferable alternative to their next best option.

In our judgment, there will be no more opportunity to “come back to the well”. What follows, absent agreement on this package, will involve sanctions through job action or lockouts of uncertain duration, significant disruption to students and to teachers salaries, and may well result in a collective agreement, whether negotiated or imposed, that does not significantly improve on what is now on offer. Adopting any such course runs the risk of damaging what has hitherto been a respectful relationship between the Province’s professional teachers and those in government and the school boards with responsibility for Saskatchewan’s educational system.

Some may be of the view that repeatedly refusing to ratify tentative agreements will inevitably lead to a better deal being offered. In our judgment, such a view, particularly a second or third time around, is unrealistic. Bargaining committees on behalf of employees must, and generally do, recognize that once they achieve the best agreement available, the choices are normally to accept the agreement or move forward to a strike, along with its associated risks. The possibility of going back to the bargaining table expecting to be offered more may exist initially, but not repeatedly.

## DIFFERENT PERSPECTIVES

The Government-Trustee bargaining committee approached this resumption of bargaining from a wholly different perspective than the STF committee. Twice they have entered into tentative agreements, believing that they had offered all they had to offer, and having those offers accepted and put out for ratification. They remained respectful of the STF bargaining committee and its role in a democratic organization. However, they nonetheless felt that some teachers premised their rejection on an unrealistic view that it would result in greater resources becoming available. The Government-Trustee committee, from the outset of our process, made it very clear that, despite being

willing to explore options within their June, 2014 mandate, they had clear and firm instructions that the overall dollar value of the mandate would not change.

The STF committee approached these proceedings instructed by their Provincial Council, which consists of representatives from all the Local Associations situated in the School Divisions within the Province. That Council reaffirmed the bargaining committee's mandate to reassert all the proposals originally tabled, and established a set of major priorities, necessary in its view to overcome the dissatisfaction expressed through the two earlier rejections. One component of this reasserted mandate was the perceived need for more resources. Another was to give greater recognition to areas the Council felt were inadequately addressed before. Key among these was the need to address, in a more concrete fashion, the difficult issue of teacher time. We address these major topics in turn.

## RESOURCES

From the outset, the Government-Trustee bargaining committee emphasized two points. First, the Government had established a firm mandate for all public sector bargaining and was not willing to vary that mandate for this round of bargaining. Second, the mandate remained based on a "total cost" approach, recognizing that there is a financial cost to new benefits and that any global increase in the salary grids also adds cost to all the existing benefits that are based on a percentage of salary.

Bargaining toward the last (2010-2013) collective agreement also floundered over differences over the appropriate economic increase. The Minister of Labour enlisted Mr. Richard Hornung, Q.C. as a special mediator. With his help the parties agreed that the appropriate comparator for Saskatchewan teachers' salaries was the similar salaries paid to teachers (at Class IV) in the other three western provinces; British Columbia, Alberta and Manitoba. His report and recommendations described this "Western Canadian Average" as a formula that everyone accepted as "fair, reasonable and durable". He predicted that it would provide an equitable basis for future negotiations.

The application of that formula during these negotiations did not prove to be an easy task and did not, in the end, provide a basis for an acceptable settlement. There were differences between the

parties about how to calculate the formula. Time was allocated for the bargaining committees to consult the appropriate experts. After doing so, they were able to agree on the figures the “Western Canadian Average” would yield. These calculations revealed, once validated, that this agreed upon basis for comparison did not provide significant support for the STF’s bargaining position. Indeed, it yielded figures below those offered by the Government-Trustee bargaining committee, reinforcing that committee’s view that sufficient resources were already on offer.

No one seriously disputes that the three provinces used for the “Western Canadian Average” are indeed the best available teacher comparables. It is no secret as to why, in 2015, that formula yields results disappointing for teachers. First, Alberta had the highest salaries of the four provinces, but the framework agreement the ATA and the Government of Alberta negotiated in their last round of bargaining included 0% increases in three out of its four years. Second, British Columbia and the BCTF experienced a difficult and highly publicized work stoppage with what teachers in that Province generally viewed as disappointing results. This led to a lower Western Canadian Average than Saskatchewan’s teachers might have hoped for. The net, and perhaps the inevitable, result of using an average (despite the undisputed comparability), is that the increases it sometimes yields can fall short of anticipated changes in other important indicators, such as the cost of living index or the average weekly earnings figures.

Despite these comparables, and despite the Saskatchewan Government’s ability to negotiate other collective agreements, within its financial mandate, with other public sector unions, the STF advanced three main arguments that it hoped might lead the Government to increase resources for teachers. The first was based on the proposition that any salary grid increases should, at a minimum, maintain a teacher’s purchasing power; that they should meet or exceed the anticipated changes in the cost of living.

The second argument involved contrasting, in various ways, Saskatchewan’s well-publicized prosperity with the Government’s expressed commitment to public sector restraint. The third major argument flowed from the teacher time and workload issue discussed below. The STF argued that the legislative changes to the school year and to student time were, in fact and of necessity, increasing the demands placed on teachers’ time. More assigned hours, the STF assert, justify higher pay.

Despite a vigorous airing of these arguments and the supporting experiences and data, the Government-Trustee committee remained unable to increase the resources the Government was willing to commit. On the first two arguments, it increasingly supported its position by noting that prosperity can be volatile, and the recent but profound decrease in the price of oil justifies continued restraint. It also maintains the view that prosperity itself is a product of public sector restraint. Whether one accepts that proposition or not, and views on this are polarized, it is certainly a view to which the Government of Saskatchewan appears committed.

The arguments based on an increased workload due to the recent legislative changes were not arguments the Government-Trustee committee could accept given its views: (a) that these changes primarily affect student time rather than teacher time, (b) that teacher salaries involve the several aspects of a teachers' responsibilities, not simply assigned classroom time, and (c) that major aspects of this issue involve legislative not collectively bargained choices. The teachers' time – workload issues are addressed below. Suffice to say for now, while the need to address teacher-time issues was understood, the notion that it currently justifies greater pay increases was rejected, given its financial mandate.

The Conciliation Board's recommendation is for a four year collective agreement with increases to the salary grids and those benefits calculated on the basis of those grids, to be paid retroactively.

Effective September 1, 2013	1.85%
Effective September 1, 2014	1.90%
Effective September 1, 2015	1.90%
Effective September 1, 2016	1.90%

While these figures will disappoint some teachers, it nonetheless compares favourably with settlements in comparable provinces, and it is our judgment as much as can be obtained in this round of bargaining and in the current economic climate.

## TEACHER TIME ISSUES

The STF's second priority was to address teacher time and workload. Teachers have already raised and the parties have devoted substantial resources to finding solutions to one aspect of this issue, which is the intensification of work. Teachers, for many complex reasons related to developments in educational policy and to broader social issues, find themselves responsible for performing more intense work during their working time. These issues include the challenges caused by class size, special needs students, changing curricula, language, ethnic and cultural diversity, and similar pressures.

The issue the STF has sought to resolve at this bargaining table is the more concrete issue of hours of assigned work, whether assigned to instructional or non-instructional time. If teachers were production workers in a factory, the issue would be easy; an hour's work would yield an hour's pay. But teachers are not production workers, and their working time needs to be recognized in its several different aspects. Teachers spend important time directly instructing students, but school boards also assign them administrative, professional development or organizational responsibilities. Beyond that, and in their unregulated time, they plan, mark, keep up to date and generally ensure they live up to the professional standards expected of them.

Just before conciliation began, and in a joint effort to find solutions, the parties formed a "Joint Committee on Student and Teacher Time". While making substantial progress on both intensification and assigned work issues, they were unable to find workable solutions.

This is a "Whack-a-mole" issue. Taking a piecemeal approach, trying to knock down each issue separately, inevitably leads to related questions and to new problems popping up. These issues are not insoluble, but they are complex. Despite the parties best efforts, and the best efforts of this conciliation board with its experience in educational bargaining, we were unable to come up with a series of workable, acceptable, solutions. It is not going to be solved by 140 character contributions on social media. Nor is it the sole preserve of the STF and the Government-Trustee committees in collective bargaining. There are other stakeholders, and broader social interests, involved. There are local issues, legislative issues, public policy issues and compensation issues, all in need of attention.

In our view, the teacher-time issue should be of pressing concern to all involved and is a matter that needs to be addressed in the near term. If it remains unresolved, it will make collective bargaining in the future increasingly difficult. That said, it is less clear that the only appropriate solution involves negotiating terms in the provincial collective agreement as opposed to legislative solutions, local solutions, or various steps in combination.

Our recommendation is that the parties create a Task Force, with a neutral and experienced chair, to grapple with these issues. The mandate and process we recommend are set out in a detailed protocol document appended to this report at page 28. That document speaks for itself. What we need to explain here is why we feel further study rather than immediate action is the appropriate response. Our reasons are these.

Everyone recognizes that teachers do much more than instruct students in their classrooms during school hours. They are assigned to do other tasks at other times, and they do much other work to enable them to be effective, albeit “off the clock”. Defining these differing aspects of a teacher’s professional responsibility is essential if collectively bargained terms are to be used, but precise definitions are elusive. It is true the pre-2012 legislation defined student hours, but this was, at best, only a rough metaphor for a teacher’s working time. Our recommendations build on the parties’ best efforts to craft these definitions, but an important part of the Task Force’s work, if this approach is accepted, will be to finish that process.

There are important issues behind teacher-time that involve the future role and autonomy of school boards, and the existing practice of negotiating locally over issues that can profoundly affect the assigned hours of teachers and the ability of school boards to fit non-classroom commitments plus prescribed student hours into a truncated school year. The elimination of revenue generation options for school boards, and the fear that alterations to local agreements will be resisted, exacerbate the problem.



The STF argues that the reason this teacher time issue has become acute now is because of the elimination of some important statutory protections. Assuming that to be so, it may well be that part of the most appropriate solution lies in the introduction of new regulations or legislation, in updated form, to address one or perhaps both of the key issues. Those issues are the minimum hours for, and the time within which, students should be taught and the parallel but not identical issues of the maximum (and perhaps minimum) hours that a teacher can be scheduled for classroom and extra-classroom work. The public policy decisions on student time are not self-evidently collective bargaining issues, although the STF can provide important insights. It will be difficult to design teacher-time solutions if student time and school calendaring issues remain in flux. Parallel but complimentary solutions are needed to ensure the success of both school administration and teacher collective bargaining. We have recommended the Task Force approach, with its defined objectives and strict timeframes, because we believe it is the best available means of achieving those goals.

## PRIORITY ISSUES

The STF committee emphasized the importance, to teachers, of their pension arrangements. Because of restructuring several years ago, the collective agreement provides for two different pension plans. Increasingly, the plan that provides retirement benefits for newer teachers is the Saskatchewan Teachers Retirement Plan. It was the STF's position that recognition should be given to what it views as a shared obligation to fund this plan. It proposed a significant increase in the government's contribution. While the impact of any greater increase on the basic salary increases would be too substantial, we recommend that some adjustment be made, with an increase from 7% to 7.25% of salary from amounts below yearly maximum pensionable earnings and from 9% to 9.25% of salary above YMPE.

We also recommend that the parties accept the proposal to allow teachers currently enrolled in the earlier Teachers' Superannuation Plan, with less than 20 days pensionable service, be given the ability to withdraw their funds from that plan.

Also of importance to retirees is the availability of post-retirement insurance. We recommend that superannuated teachers over the age of 65 continue to receive 10% of the agreement's life insurance benefit.

The STF raised two issues of particular importance to those acting in administrative positions like principals, and assistant or vice-principals. First they sought an increase in the percentage of their allowance. Those allowances will increase in the same amount as the general increases. However, to add an additional increase in the percentages upon which they are based would, in our view, inordinately reduce funds available for other priorities, spread more evenly over the entire bargaining unit.

The second issue relates to their security of tenure within their position. We recommend that, if their administrative designation is to be terminated (except where there is just cause to terminate their employment entirely) they be entitled to a period of notice or pay in lieu based on their years within that administrative role.

Other issues, not ripe for implementation at this time but worthy of further attention, can be referred to the Good Practice and Dispute Resolution Joint Committee. We recommend that the Committee address the issue of the statutory contracts of employment, and any ability to vary those statutory terms, plus the issue of parenting leaves. That committee has done useful work on similar issues in the past.

One last issue that has separated the parties relates to retroactivity. It has been the Government-Trustee committee's position, based on the government's financial mandate, that any settlement only involve limited retroactivity. Our recommendation is for full retroactivity, recognizing that this has been an extraordinarily difficult round of bargaining for all parties.

The full text of our recommendations follows. In our view, these represent terms that both bargaining committees should be able to accept. This, on the basis that, for teachers, school boards,

and government alike, acceptance will result in an agreement that provides a better choice than any other alternative realistically attainable in the current economic and bargaining environment.

February 10<sup>th</sup>, 2015.

A handwritten signature in black ink, appearing to read "Roy Challis". The signature is fluid and cursive, with a long horizontal stroke at the end.

Roy Challis, Member - Nominee of The Government of Saskatchewan and The Saskatchewan School Boards Association

A handwritten signature in black ink, appearing to read "Carol Moen". The signature is cursive and somewhat stylized, with a long horizontal stroke at the end.

Carol Moen, Member - Nominee of the Saskatchewan Teachers' Federation representing the teachers of Saskatchewan

A handwritten signature in purple ink, appearing to read "Andrew C. L. Sims". The signature is highly stylized and cursive, with a long horizontal stroke at the end.

Andrew C. L. Sims, Q.C. Chair

## POST SCRIPT

On the eve of submitting this report to the Chair of the Educational Relations Board, the Conciliation Board advised the parties of the recommendations it would be making. As the Conciliation Board told them bluntly:

- We could see no possibility of agreement on any terms more favourable to either party. These terms represent the best agreement possible given the circumstances and the interests of all parties.
- Entering into an agreement now should be a very high priority for both parties in order to bring certainty to this dispute, which has gone on for too long.

After considering the available options, the details of the recommendations, and this Conciliation Board's advice, both authorized bargaining committees, after appropriate consultation with the leadership of their respective organizations, decided they were best advised to accept our recommendations and to enter into a collective agreement. They did so on the understanding that the Conciliation Board would, nonetheless, file its full report as well as the accepted terms of settlement, with the Educational Relations Board.

# RECOMMENDED TERMS OF SETTLEMENT

Our recommendations, as a Conciliation Board, which are the terms and conditions of employment upon which we believe the parties might reasonably be able to agree, are as follows:

## TERM:

1. The term of the collective agreement will be for four years running from September 1, 2013 to August 31, 2017.

## SALARY INCREASES AND RETROACTIVITY

2. The salary grids contained in Article 2 of the collective agreement will be adjusted by the following percentages:

- Year 1 – Effective September 1, 2013 1.85%
- Year 2 – Effective September 1, 2014 1.90%
- Year 3 – Effective September 1, 2015 1.90%
- Year 4 – Effective September 1, 2016 1.90%

These increases are to be applied to all steps and classes of the provincial salary grid in accordance with Article 2 of the collective agreement. These increases are to be paid retroactively to September 1, 2013 and September 1, 2014 respectively, and shall be payable to all teachers, including those no longer employed.

The salary grids to be incorporated into Article 2 of the collective agreement are attached as Schedule 1:

## ARTICLE 3 RECOGNITION OF EXPERIENCE

3. Article 3 will be revised to incorporate the following new or revised terms:

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 equalling one year of teaching service, the onus being on the teacher to provide evidence of such service. The

board shall provide written confirmation of the teacher's recognition of experience and classification on the teacher's monthly statement of salary.

3.5 Upon confirmation of employment with a board of education, or within such subsequent period of time as may be agreed by the teacher and the board of education, the teacher shall submit evidence of the teacher's previous teaching service to the office of the board. Except as provided elsewhere in this Article, previous teaching service shall be recognized by the crediting of one increment for each year of service up to the maximum of the teacher's class.

3.5.1 Teachers who request recognition of and provide evidence of previous service within 90 days of commencing employment shall receive all outstanding salary to which they are entitled retroactively to the commencement of their employment.

3.5.2 Teachers who request recognition of and provide evidence of previous service more than 90 days following the commencement of their employment shall receive all salary to which they are entitled effective the date upon which evidence of the additional experience is provided to the employer.

#### Related Experience

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

## ARTICLE 4 - ALLOWANCES FOR PRINCIPALS, VICE PRINCIPALS AND ASSISTANT PRINCIPALS

4. The same increases provided for the provincial salary grid will be applied to the administrative allowances set out in Article 4 of the collective agreement in the following terms:

#### 4.2.1 Basic Allowance

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

2015 to August 31, 2016 and a basic allowance of \$7,720 for the period September 1, 2016 to August 31, 2017.

4.2.2 Allowance for Personnel Equivalents

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

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

**ARTICLE 5 – THE SUPERANNUATION OF TEACHERS**

5. Article 5 will be changed to provide that, as of July 1<sup>st</sup>, 2016, the Government of Saskatchewan will increase the level of the contribution it makes on behalf of teachers to the Saskatchewan Teachers Retirement Plan from 7% of salary below the YMPE and 9% of salary above the YMPE to 7.25% and 9.25% respectively.

6. Article 5.2 will be amended as follows to allow members of the Saskatchewan Teachers’ Superannuation Plan with less than 20 days of contributory service to access their funds. The article will provide:

5.2.1 Teachers currently enrolled in the Teachers’ Superannuation Plan with pensionable service of less than 20 days shall be eligible to access or withdraw their funds.

5.2.2 Where a refund of contributions is made pursuant to 5.2.1, the refund shall include credited interest.

## ARTICLE 6 – GROUP INSURANCE

7. The parties will take all necessary steps to ensure that superannuated teachers over the age of 65 shall receive 10% of the life insurance benefit coverage as calculated in Article 6.2 where coverage continues pursuant to Article 6.6.2.

## ARTICLE 10 – TEACHER PERSONNEL AND MEDICAL FILES

8. The parties re-affirm the commitments expressed in the Letter of Commitment Re: Joint Communiqué - Access to Information and Protection of Privacy (Schedule 2) committing the parties to continuing the work that resulted from the 2010-13 provincial collective bargaining agreement. That is, the creation of materials and professional development opportunities to foster compliance with the *Local Authority Freedom of Information and Protection of Privacy Act*.

## ARTICLE 16 – GRIEVANCE PROCEDURE

9. The following changes will be made to the grievance procedure.

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 nine months of the time of the occurrence or when the grievor reasonably ought to have known of the grievable matter, it shall be deemed to have been dropped.

16.8 A teacher who is requested to attend a meeting which is disciplinary in nature, or which may lead to discipline, may choose to be accompanied by another teacher or STF representative. Every effort will be made to provide sufficient notice of the meeting, including the purpose of the meeting. If the teacher chooses to be accompanied, the unavailability of the accompanying teacher or STF representative will not result in postponement of the meeting unless otherwise agreed to by both parties.

16.9 Absent just cause for termination of employment as provided for in s. 210 of the *Education Act, 1995*, a decision to demote a principal or vice-principal or other in-scope personnel shall require reasonable notice of a demotion. Reasonable notice



shall be one month per year of service in the role with that school division, or pay in lieu thereof. In no case shall the notice or pay be less than 2 months. The amount of payment shall reflect only the monthly allowances for the position in question. The calculation of notice shall not include the months of July or August.

## UNCHANGED ARTICLES AND LETTERS OF UNDERSTANDING

10. The following Articles of the current collective agreement will remain unchanged in the new agreement:

- Article 7 – Duty to Accommodate for Disability and Sick Leave
- Article 8 – Supplemental Employment Benefits Plan
- Article 9 – Criteria for Designation of Out of Scope Personnel
- Article 11 – Dental Plan
- Article 12 – Other Leaves
- Article 13 – Teacher Classification
- Article 14 – Teachers Seconded to the Ministry of Education
- Article 15 – Comprehensive Health Care Plan

11. The following Appendices will remain unchanged:

- Appendices A – E
- Appendix F is to be revised to reflect this new agreement

## TASK FORCE ON TEACHER TIME

12. The parties agree to the creation of and the process for a **Task Force** on Teacher Time as outlined in Schedule 3.

## PROFESSIONAL REGULATION FEES

13. These recommendations are made in anticipation of the Minister of Education providing a letter of commitment, to take effect upon the establishment of a new certification and disciplinary entity and the assessment of any professional fees by that entity. That letter will be substantially in the form attached as Schedule 4.

14. The parties will jointly submit a recommendation to the Good Practices and Dispute Resolution Joint Committee, in the form of Schedule 5, that they address two issues; contracts of employment, and the identification of leaves for the purpose of parenting to facilitate purchasing of pension contributions as priority matters.

These terms of settlement, along with the Schedules that follow, constitute the unanimous recommendations of the Conciliation Board for the settlement of the outstanding collective bargaining dispute between the Saskatchewan Teachers' Federation and The Saskatchewan School Boards' Association and the Government of Saskatchewan as represented by the Minister of Education.

Dated the 6th of February 2015.

Carol Moen – Member (STF Nominee)



Roy Challis – Member (Government/Trustee Nominee)



Andrew C. L. Sims, Q.C. - Chairperson



## SCHEDULE 1 - SALARY GRIDS

### Effective September 1, 2013

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

### Effective September 1, 2014

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

Effective September 1, 2015

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

Effective September 1, 2016

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

## Letter of Continuance

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

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

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

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

---

Greg Miller, Acting Deputy Minister of Education

Government of Saskatchewan

---

Gwen Dueck, Executive Director

Saskatchewan Teachers' Federation

---

Darren McKee, Executive Director

Saskatchewan School Boards' Association

# LETTER OF UNDERSTANDING

**Between:**

The Saskatchewan Teachers' Federation

- and -

The Saskatchewan School Boards' Association and the Government of Saskatchewan as represented  
by the Minister of Education

## TERMS USED

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

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

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

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

"*School Board*" includes School Boards and *conseil scolaire*.

"SSBA" means the Saskatchewan School Boards' Association

"STF" means the Saskatchewan Teachers' Federation.

## THE ISSUES

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

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

## STARTING ASSUMPTIONS

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

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

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

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

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

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

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

## WHAT HAS BEEN DONE SO FAR

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

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

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

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

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



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

## PRELIMINARY DEFINITIONS

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

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

### **Student Instructional Time**

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

### **Teacher Assigned Time**

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

### **Teacher Instructional Time**

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

### **Teacher Non-Instructional Time**

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

### **Professional Responsibilities of Teachers**

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

## **THE TASK FORCE WILL CONSIDER:**

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

## PROCESS

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

---

## MEMBERSHIP

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

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

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

---

## RESPONSIBILITIES

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

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

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

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

---

## COST

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

---

## COMMUNICATIONS

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

---

## TIME FRAME

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

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

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

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

The **Task Force** will make two interim reports to the parties in writing on the progress it has made towards its objectives; the first in June 2015 and the second in October 2015. The **Task Force** will issue its final report and recommendations in January 2016 with the objective that recommendations, following the discussions referred to below and where mutually agreed to, will be implemented for the 2016-2017 School Year.

## EXPECTED OUTCOMES

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

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

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

## SCHEDULE 4 – PAYMENT OF FEES FOR TEACHER REGULATION

January 20, 2015

Ms. Gwen Dueck

Executive Director, Saskatchewan Teachers' Federation

2317 Arlington Avenue

SASKATOON SK S7J 2H8

Dear Ms. Dueck:

**Re: Payment of Fees for Teacher Regulation**

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

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

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

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

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

Sincerely,

Don Morgan, Q.C.

# Letter of Referral

Re: Designation of Leaves and Contracts of Employment

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

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

The issues to be addressed include:

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

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