

# Interpretive Bulletin

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**2017-2019**

**PROVINCIAL COLLECTIVE BARGAINING AGREEMENT**

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



# Memorandum

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**To:** Boards of Education  
Teachers  
LEADS Executive Director  
SASBO Executive Director

**From:** Doug Forseth, Chairperson, Government-Trustee Bargaining Committee  
Randy Schmaltz, Chairperson, Teachers' Bargaining Committee

**Date:** October 3, 2018

**Re:** *Interpretive Bulletin for the 2017-2019 Provincial Collective Bargaining Agreement*

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Each party to the *2017-2019 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 the attached Interpretive Bulletin is to summarize and clarify the substantive changes in the *2017-2019 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 3rd day of October 2018.



Doug Forseth  
Government-Trustee Bargaining Committee



Randy Schmaltz  
Teachers' Bargaining Committee



## Article One – Application of the Agreement

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The term of the Provincial Collective Bargaining Agreement is September 1, 2017 to August 31, 2019. Bargaining committees as described in Section 234 of *The Education Act, 1995* shall be appointed and in place at all times.

## Article Two – Salaries of Teachers

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

- a) September 1, 2017 - August 31, 2018 according to Clause 2.1.1(a) to (e).
- b) September 1, 2018 - August 30, 2019 according to Clause 2.1.2(a) to (e).
- c) August 31, 2019 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.

Any and all fees required as a condition of employment for the annual registration of all certificated teachers with the Saskatchewan Professional Teachers Regulatory Board shall be paid in full on behalf of the teacher by the employer. Payment of fees shall not occur through payroll reduction from, or reimbursement to, the teacher.

See attachments to this *Interpretive Bulletin*: Article Two – Salaries of Teachers.

## Article Three – Recognition of Experience

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As per Clause 3.4.1, teaching service shall be defined to include service in government-funded prekindergarten programs.

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

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1. The basic allowances for Principals for September 1, 2017 - August 31, 2018, September 1, 2018 - August 30, 2019 and for August 31, 2019 are calculated based on the information in Clause 4.2.1
2. The allowances for personnel equivalents for Principals for September 1, 2017 - August 31, 2018, September 1, 2018 - August 30, 2019 and for August 31, 2019 are calculated based on the information in Clause 4.2.2.
3. Effective August 31, 2019, Principals who are transferred by an employing board of education to a principalship having fewer personnel equivalents than the school from which the Principal is transferred shall receive, for a maximum of three (3) years, an annual allowance not less than the annual allowance the Principal would have received prior to the transfer.

See attachments to this *Interpretive Bulletin*: Article Four – Allowances for Principals, Vice-Principals and Assistant Principals.

## Article Five – The Superannuation of Teachers

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No change.

## Article Six – Group Insurance

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No change.

## Article Seven – Duty to Accommodate for Disability and Sick Leave

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For the purpose of submitting documentation to the board of education, teachers must access the services of a duly qualified medical practitioner which includes a nurse practitioner.

## Article Eight – Supplemental Employment Benefits Plan

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1. Clause 8.1.1 has been removed.
2. For the purpose of submitting documentation to the board of education, teachers must access a qualified medical practitioner which includes a nurse practitioner or a registered midwife.
3. The waiting period as specified in Clause 8.2.1(b) has been reduced to one (1) week to align with changes to the federal employment insurance regulations. The changes to the language in Clause 8.2.1(b) required that the calculation and payment of benefits change to align with the reduced waiting period.
4. Effective August 31, 2019, Clause 8.4.3.2 specifies that the board of education will pay 95% of the teacher's weekly salary entitlement for the one-week (1) waiting period and the amount required on a weekly basis to supplement the teacher's employment insurance benefit to 95% of her salary for the remaining period of eligibility.

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

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No change.

## Article Ten – Teacher Personnel and Medical Files

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Any document of a disciplinary nature shall be removed from the teacher's personnel file after a period of three (3) years from the point of the alleged infraction, provided there have been no re-occurrences of a similar nature during the three-year (3) period.

## Article Eleven – Dental Plan

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No change.

## Article Twelve – Other Leaves

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No change.

## Article Thirteen – Teacher Classification

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The correct regulation was cited.

## Article Fourteen – Teachers Seconded to the Ministry of Education

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This article will be removed from the Provincial Collective Bargaining Agreement on August 31, 2019.

Any teacher in a secondment prior to August 31, 2019 shall be paid an allowance of 10% of the teacher's salary as set out in Clause 2.1 of this Agreement. Such allowance shall be in addition to the basic salary and allowances which the teacher was entitled to receive in the teacher's employing school division. Teachers seconded for periods of time less than a full school year prior to August 31, 2019 shall have their allowances pro-rated.

## Article Fifteen – Comprehensive Health Care Plan

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No change.

## Article Sixteen – Grievance Procedure

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Clause 16.1 is a new clause that provides clarity on the grounds upon which a grievance may be filed.

16.1 A grievance may be filed alleging:

16.1.1 Violation of the terms and conditions of employment set out in *The Education Act, 1995* or the Regulations thereunder, as may be amended from time to time, or in other employment-related legislation applicable to teachers, or

16.1.2 That a discretionary decision made with respect to a teacher's employment was made arbitrarily or in bad faith.

The period within which a grievance may be filed has been reduced from nine months to six months of the time of the occurrence or when the grievor reasonably ought to have known of the grievable matter.

## Article Seventeen – Teacher Assigned Time

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The parties to this Agreement agree that effective with the commencement of the 2019-20 school year, the following definitions shall further define the terms and conditions of employment for teachers with respect to the issue of teacher time.

**17.1** A teacher's time falls within one of the following three categories:

- (a) Assigned teacher time.
- (b) Time spent carrying on the teacher's professional responsibilities as a teacher beyond their assigned teacher time.
- (c) Voluntary time spent on extracurricular activities and similar matters of benefit to the educational system and students, but extending beyond what the teacher's professional activities require them to do.

**17.2** Assigned teacher time consists of the total of assigned teacher time for direct student instruction and assigned teacher time not involving direct student instruction.

**17.3** Assigned teacher time for direct student instruction will customarily take place during the school day as defined in *The Education Regulations, 2015*, but need not encompass the entire school day thus defined and may extend beyond the school day.

**17.4 Assigned Teacher Time**

- (a) In order to provide for the instruction of students and to administer schools and the programs they offer, the school or the employing school board or conseil scolaire will assign teachers to attend to teaching duties at designated times and places subject to any negotiated or contractual limits.
- (b) Assigned time occurs within a school year as defined by Section 163 of *The Education Act, 1995*, RSS c. E-0.2 and the Regulations thereunder, which includes periods that are considered either instructional time and non-instructional time as defined in Sections 25 and 26 of *The Education Regulations, 2015*.
- (c) Assigned teacher time means the sum of assigned teacher time for direct student instruction and assigned teacher time not involving direct student instruction, each as defined below. Assigned time includes duties assigned by the school board or school, as well as duties assigned as a result of collectively bargained provisions.

**17.5 Assigned Teacher Time for Direct Student Instruction**

Assigned teacher time for direct student instruction is any time in which pupils of a school are in attendance and under the teacher's 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.

**17.6 Assigned Teacher Time Not Involving Direct Student Instruction**

- (a) Assigned teacher time not involving direct student instruction are those times when a teacher is assigned duties to be undertaken at designated times or places that do not involve direct student instruction and may not involve the presence of students. Such assigned duties include, but are not limited to, system-scheduled staff meetings and professional development or in-service training that are directed and required by the school division, in such a way they are or could reasonably be scheduled as part of the school division calendar, and therefore would be consistent for all teachers in the division.
- (b) Assigned teacher time not involving direct student instruction does not include:



- (i) Time spent on school-related activities collectively agreed to by staff but not mandated by the school board or conseil scolaire.
- (ii) Time spent beyond the normal assigned time to attend to unforeseen or emergent circumstances.
- (iii) Voluntary time as referred to in Clause 17.1(c) above.
- (iv) Staff meetings to address non-system-directed issues except when release time is given for the purpose of that meeting.

**17.7 Professional Responsibilities of Teachers**

- (a) Professional teachers are responsible for meeting those general functions and duties set out in Section 231 of *The Education Act, 1995*, RSS c. E-0.2.
- (b) Nothing in the definition of assigned teacher time limits a teacher's obligation to discharge their professional responsibilities through a combination of assigned and non-assigned time.
- (c) Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond assigned teacher time. This includes duties where the outcome required of the teacher is mandatory, but the manner in which the teacher devotes their unassigned time to achieve that outcome is subject to the teacher's discretion.

**17.8** Nothing in these provisions affect the duties and responsibilities of teachers who are:

- (a) Principals, Vice-Principals and Assistant Principals with duties assigned in accordance with Section 175 of *The Education Act, 1995*.
- (b) Coordinators, consultants and other employees who are in receipt of a special allowance.

**17.9** The parties to this Agreement agree that for the purpose of clarifying the relationship between teacher salaries and teacher time, the following conditions shall serve to further define the conditions of employment for teachers:

- (a) The school year for teachers shall not exceed the number of school days specified in *The Education Act, 1995* and *The Education Regulations, 2015*.
- (b) A teacher's assigned time shall not exceed 1,044 hours within the school year.
- (c) Annual school calendars shall be designed, and Ministry of Education review shall ensure, that calendars can operate within the assigned teacher time limits referred to in (b).
- (d) Any remedy for exceeding the maximum teacher time shall be through the granting of compensatory hours at a future date and not by way of additional wages or overtime, except where Clauses 2.3 and 2.6 of the Provincial Collective Bargaining Agreement apply.

**\*Note: Appendix G contains explanatory notes that should be considered in conjunction with Article 17.**

**\*Note: For further information, please refer to the *Task Force on Teacher Time Final Report*.**

New Attachments to the *2017-2019 Provincial Collective Bargaining Agreement* include:

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- **Appendix G – Re: Teacher Assigned Time**

### Attachments to This *Interpretive Bulletin*

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The following attachments are excerpted from the *2017-2019 Provincial Collective Bargaining Agreement*.

1. Article Two – Salaries of Teachers
  2. Appendix F – Step Placement Chart
  3. Article Four – Allowances for Principals, Vice-Principals and Assistant Principals
  4. Appendix G – Teacher Assigned Time
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# Article Two

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## Salaries of Teachers

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2.1.1 The annual rate of basic salary of all full-time teachers for the period September 1, 2017 to August 31, 2018 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

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

2.1.2 The annual rate of basic salary of all full-time teachers for the period effective September 1, 2018 to August 30, 2019 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

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

2.1.3 The annual rate of basic salary of all full-time teachers for the period effective August 31, 2019 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	46726	46726	46726	46726	56029	59203	63078
2		48385	48385	48385	58532	61803	65795
3		50103	50103	50103	61149	64515	68628
4		51880	51880	51880	63881	67347	71583
5		53721	53721	53721	66736	70306	74667
6		55628	55628	55628	69720	73391	77882
7		57603	57603	57603	72835	76613	81236
8		59647	59647	59647	76090	79974	84734
9		61764	61764	61764	79491	83486	88385
10		63958	63958	63958	83043	87151	92190
11		66226	66226	66226	86755	90977	96161

# 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	13-14	14-15	15-16	16-17	17-18	18-19
0	1*	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	2*	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
2	2	2	3*	3	3	3	3	3	3	3	3	3	3	3	3	3	3
3	3	3	3	4*	4	4	4	4	4	4	4	4	4	4	4	4	4
4	4	4	4	4	5*	5	5	5	5	5	5	5	5	5	5	5	5
5	5	5	5	5	5	6*	6	6	6	6	6	6	6	6	6	6	6
6	6	6	6	6	6	6	7*	7	7	7	7	7	7	7	7	7	7
7	7	7	7	7	7	7	7	8*	8	8	8	8	8	8	8	8	8
8	8	8	8	8	8	8	8	8	9*	9	9	9	9	9	9	9	9
9	9	9	9	9	9	9	9	9	9	10*	10	10	10	10	10	10	10
10	10	10	10	10	10	10	10	10	10	10	11*	11	11	11	11	11	11
14 (see note)	15	15	15	15	15	15	15	15	15	15	11	11	11*	11	11	11	11

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

# Article Four

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## Allowances for Principals, Vice-Principals and Assistant Principals

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### 4.2 Principals

#### 4.2.1 Basic Allowance

Each Principal shall receive a basic allowance of \$7,720 for the period September 1, 2017 to August 31, 2018, a basic allowance of \$7,720 for the period September 1, 2018 to August 30, 2019, and a basic allowance of \$7,798 effective August 31, 2019.

#### 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 1/17 - Aug 31/18	Allowance per Personnel Equivalent Sep 1/18 - Aug 30/19	Allowance per Personnel Equivalent Aug 31/19
The first 10	\$927	\$927	\$937
The next 10	\$648	\$648	\$655
Over 20	\$314	\$314	\$318

# Appendix G

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## Teacher Assigned Time

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Teacher assigned time deals with the maximum amount of time assigned to teachers as directed and scheduled by boards of education. This maximum applies to all teachers.

The inclusion of the explanatory notes is to provide understanding and clarification regarding the rationale for and implementation of Article 17. This appendix is in effect for the term of this Agreement.

### **Clause 17.3**

Explanatory Note:

Article 17 and the provisions that follow draw a distinction between teacher time, a matter over which teachers and the STF have a particular interest, and the parallel concept of student time, a matter the province regulates in the interests of ensuring appropriate educational standards. While teacher time and student time often span the same time on the clock, they are not the same concepts and need to be defined in a way that provides a clear understanding of the differences between the two.

### **Clause 17.4**

Explanatory Note:

The concept of assigned time is not intended to adopt a time-clock approach for the teaching profession. It is tied into the concept of the annual school calendar. Teachers, as a matter of professional responsibility, are expected to arrive at school sufficiently in advance of their assigned-time duties so as to be ready to perform their assigned duties. The same is true at the end of those duties, recognizing that some time is usually needed for conversations with peers, discussion of current events in the school and so on. Fifteen minutes before and after the assigned duties might be needed for such activities, but this is conceived of as simply an aspect of a teacher's professional responsibility and not as assigned time for the purpose of the limits on assigned time.

### **Clause 17.5**

Explanatory Note:

Practically, in the large majority of cases, the teacher's day will be linked to the school day, and assigned time for direct student instruction time will closely parallel the times students will attend which currently range between 5.0 and 5.3 hours per day,\* varying with the number of school days and related factors.

\*This is with respect to a regular five-day school week.

### **Clause 17.6**

Explanatory Note:

This definition includes expectations that are common for all teachers, though these may vary from teacher to teacher. Assigned time includes non-instructional days. For example, when teachers are expected or required to attend professional development sessions, participate in professional learning communities, school-wide planning days or administrative days (i.e., the turnaround days, and those days that usually occur at the beginning or end of the school year). The hours of those days would typically be the number of hours equivalent to an instructional day, but need not be, and could be defined in the

school-division calendar.

System-scheduled staff meetings are those times and tasks where staff is expected to participate, regardless of whether a particular day has been specified. For example, staff collectively expected to create a school plan that aligns with the Education Sector Strategic Plan, to be done outside the school day, but at a time or on a date left to their staff's discretion, would be included.

If a division provides early release time for staff meetings, that time would be included. If there is an expectation that a set amount of time outside the normal instructional day be devoted to the continuation of the staff meeting, that too would be included. If a division directs teachers to participate, for example, in 10 hours of required online professional development over the course of the year, this would be included. Participation in committees as a school representative or participation in optional professional development would not be included.

Clauses 17.6(b)(i) and 17.6(b)(ii) recognize that circumstances arise in the life of every school that require attention. Clause 17.6(b)(i) addresses staff-identified needs of the school. Clause 17.6(b)(ii) is more directed at unexpected needs that arise due to unforeseen circumstances. Examples might include major weather disturbances, busing disruptions, the need to attend to or plan for unanticipated disruptions in the school's regular activities, fire, flood or similar unanticipated events. Clause 17.6(b)(iii) simply makes it clear that voluntary time for things like extracurricular activities does not count towards the assigned-time calculations.

#### **Clause 17.7**

Explanatory Note:

Supervision of students during recess or break periods is considered to be a part of the teachers' professional responsibilities and, therefore, is not considered to be assigned time.

#### **Clause 17.9**

Explanatory Note:

Teachers who voluntarily accept additional responsibilities beyond those described in Section 231 of *The Education Act, 1995* do so outside of their regular assigned time. Examples of this include field trips and student experiences beyond the classroom.

