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Arbitrator Arne Peltz communicated the binding decision of the Arbitration Board on Friday, September 7, 2018. This decision will form the basis of a new **two-year collective agreement that expires on August 31, 2019**. What follows is a summary of this decision. The full text of the decision is available at https://www.stf.sk.ca/sites/default/files/full_text_decision_of_the_arbitration_board.pdf.

Decisions Regarding Teachers' Bargaining Committee Proposals

Assignable Hours of Work

- The arbitrator set the maximum amount of assigned teacher time at 1,044 hours and adopted the definitions contained within Appendix B from the *Task Force on Teacher Time Final Report* – January 2016, to be effective August 31, 2019.

Recognition of Experience

- The arbitrator granted that teachers who have experience in government-funded prekindergarten programs will have their experience recognized for proper placement on the salary grid.

Supplemental Employment Benefits

- The arbitrator granted the recognition of qualified medical practitioner to include nurse practitioner and registered midwife.

Duty to Accommodate for Disability and Sick Leave

- The arbitrator granted the recognition of qualified medical practitioner to include nurse practitioner.

Personnel and Medical Files

- The arbitrator granted that in the event a document of a disciplinary nature is placed in the teacher's personnel file, the document will be removed after three years if there have been no reoccurrences of a similar nature for the three-year period.

Registration and Professional Expenses

- The arbitrator granted that teacher registration fees will be paid to the SPTRB on behalf of teachers.

Right to Representation and Grievance Process

- The arbitrator determined that the respective bargaining committees must be in existence at all times for the effective administration and implementation of the collective agreement.



Teachers' Bargaining Committee Proposals Now Open to Grievance

Definition of Duties

- The arbitrator granted a new clause in the collective agreement that confirms the ability to grieve any alleged violation of the terms and conditions of employment set out in *The Education Act, 1995* or Regulations thereunder, or in other employment-related legislation applicable to teachers. This would include alleged violations of the duties of a teacher or principal from Sections 231 and 175 of *The Education Act, 1995*.

Contracts of Employment

- The arbitrator granted a new clause in the collective agreement that confirms the ability to grieve any alleged violation of legislation or regulation and provides a mechanism to ensure compliance regarding contracts of employment.

Teacher Employment Changes

- The arbitrator granted a new clause in the collective agreement that confirms the ability to grieve any discretionary decision with respect to a teacher's employment allegedly made arbitrarily or in bad faith including cases of teacher transfer or demotion.

Decisions Regarding Government-Trustee Bargaining Committee Proposals

Compensation

- The arbitrator rejected the Government-Trustee Bargaining Committee (GTBC) proposal of a 3.67 percent wage rollback. The arbitrator instead awarded 0 percent on September 1, 2017; 0 percent on September 1, 2018; and 1 percent on August 31, 2019, the last day of the agreement.

Allowances for Principals, Vice-Principals and Assistant Principals

- The arbitrator rejected the GTBC proposal of reducing the vice-principal and assistant principal allowances. Vice-principal and assistant principal allowances were successfully maintained.
- The GTBC sought to reduce to two years the protective provisions of a principal's allowance when transferred to a school with fewer personnel equivalents as described in Clause 4.6.2. The arbitrator determined the maximum protective period to be three years effective August 31, 2019.

Duty to Accommodate for Disability and Sick Leave

- The arbitrator rejected the GTBC proposal to reduce the maximum accumulated sick leave (ASL) credits be reduced from 180 days to 100 days. The 180 days of ASL were successfully maintained.

Supplemental Employment Benefits

- The arbitrator rejected the GTBC proposal to reduce the time frame to submit documents from 120 days to 60 days. The 120-day time frame was successfully maintained.
- The arbitrator did grant the GTBC proposal to change the language of the article to refer to a one-week employment insurance waiting period.

Leaves

- The arbitrator rejected the GTBC proposal of imposing a limit of five days of leave for STF officials. The ability of teachers to access leave to support STF initiatives was successfully maintained.

Secondments

- The arbitrator granted the GTBC proposal to delete Article 14 of the collective agreement regarding secondments.

Right to Representation and Grievance Process

- The arbitrator rejected the GTBC proposal to reduce to 30 days the time frame to bring forward a grievance from nine months. The arbitrator determined that the time frame to bring forward a grievance would be six months.

Items Arbitrator Encouraged Negotiation of in Future Rounds

Teachers' Group Life Insurance

- The arbitrator acknowledged that the issues raised by the TBC regarding teachers' group life insurance coverage are significant and encouraged the parties to discuss this subject in the future.

Leaves

- The arbitrator acknowledged that the issues raised by the TBC regarding parenting leave are significant and encouraged the parties to discuss this subject in the future.

Safe and Healthy Schools

- The arbitrator acknowledged that the issues raised by the TBC regarding safe and healthy schools are significant and encouraged the parties to discuss in the future this subject and the interaction with the network of laws, regulations and policies currently in place.

Supplemental Employment Benefits

- The arbitrator acknowledged that the issues raised by the TBC regarding the SEB Plan interaction with federal employment insurance benefits as well as periods for SEB benefits are significant and encouraged the parties to discuss this subject in the future.

Closing

Although the decision of the arbitrator contains specific contract language in some areas, in other areas Mr. Peltz has left it to the parties to determine appropriate contract language within a specified time. The arbitrator has retained jurisdiction to make a determination if the parties cannot come to agreement on the contract language necessary to implement the decision. The full text of the new Provincial Collective Bargaining Agreement will be available once all contract language has been confirmed.



Questions about teacher collective bargaining?
Contact STF Bargaining Support by email at bargaining@stf.sk.ca.

Discussions about teacher collective bargaining?
Use the [TeacherTalk](#) private members' forum in MySTF on www.stf.sk.ca.
