

CONTRACTS OF EMPLOYMENT

Whether beginning a search for employment or considering a change, it is important to know the legal requirements for teaching contracts in Saskatchewan. Section 200 of *The Education Act, 1995* outlines the procedures to be followed by a teacher and a board of education or conseil scolaire for the offer, acceptance and confirmation of a contract. Sections 210, 211 and 212 set out the process to terminate a teaching contract in Saskatchewan. A summary of the legislation is provided below and *The Education Act, 1995* can be viewed on the Ministry of Education website at www.saskatchewan.ca/education.

Teachers should contact the Saskatchewan Teachers' Federation and seek advice before amending or terminating a contract of employment or immediately upon receipt of a notice of termination of a contract of employment. Legal assistance and advice is provided through the Federation senior administrative staff.

Any questions related to contracts should be sent to stf@stf.sk.ca or please contact the Federation at 1-800-667-7762 and ask to speak to a senior administrative staff person.

TERMINOLOGY

[Source: *The Education Act, 1995*]

Contracts of Employment

An offer, the acceptance and the notice of confirmation, each in writing in the prescribed form, constitute a contract of employment of a teacher by a board of education [S. 200(12)].

In combination, *The Education Act, 1995*, *The Education Regulations, 2019*, and the collective agreements (negotiated provincially and locally) constitute the terms of employment [S. 209].

School Year

The school year is the period commencing on July 1 in one calendar year and ending on June 30 in the next calendar year [p. 14].

Academic Year

The academic year is that portion of a school year commencing on the first school day and ending on the last school day of that school year [p. 9].

Continuing Contract

Continuing contracts have a starting date but do not have a date for termination of employment. Therefore, they remain in force from year to year without any further documentation required. They may be for a full- or part- time teaching assignment [S. 202(1)].

Replacement Contract

These contracts are for one complete academic year of either a full- or part-time teaching assignment to replace a teacher who is absent for the complete academic year on a board-approved leave such as sickness, maternity/parenting, educational, sabbatical or other personal leave. The offer, acceptance and confirmation of the contract must specify the starting and ending date of the contract [S. 200(8)]. The offer and the confirmation of contract must state the name of the teacher being replaced [*The Education Regulations, 2019* S.51(4)].

If on or before May 31, the leave of absence is extended for a second complete academic year, the teacher holding the replacement contract has the right of first refusal of the position. If the replacement teacher accepts continued employment, the contract shall be deemed a continuing contract from the commencement of the original replacement contract [S. 200(9)].

Notwithstanding the above, a teacher hired on a subsequent replacement contract to replace a different teacher with the same board is deemed to be employed under a continuing contract from the date the teacher was hired for the subsequent contract [S. 200(9)(b), (10)].

The accumulative period of time on a replacement contract is credited for purposes of determining the process for appeal of a termination [S. 200(11)].

Temporary Contract

Temporary contracts are for a period of 20 or more consecutive school days but **less than one complete academic year** and are to be used when a teacher is employed **for the purpose of filling an unexpected vacancy during the school year or to replace a teacher who is absent for any reason** during that period. The offer, acceptance and confirmation of the contract must specify the starting and ending date of the contract [S. 200(8)].

Substitute Teaching

A substitute teacher is **employed on a day-to-day basis** as required to replace a teacher who is temporarily absent from his or her regular duties [p. 14].

Substitute teachers' salary is negotiated locally and set out in the local collective agreement.

OFFER OF EMPLOYMENT

Before Accepting

In order to teach in Saskatchewan's prekindergarten to Grade 12 education system, you must hold a Saskatchewan teacher's certificate issued by the Saskatchewan Professional Teachers Regulatory Board. Teachers who have been issued a teacher's certificate and are working as teachers are required to register annually with the SPTRB.

For further information on teacher certification and registration in Saskatchewan, view the SPTRB website at www.sptrb.ca.

The Contract

The **offer, acceptance and confirmation** of employment **MUST BE IN WRITING** in the prescribed form as set out in *The Education Act, 1995* [S. 200(1)(a)] and *The Education Regulations, 2019* [subsection 51(5)].

Replicas of the prescribed forms are appended or in the *The Education Regulations, 2019* [M-U].

The Process

A school board official may contact a teacher by telephone to advise of an offer and solicit a verbal acceptance. A verbal offer is not legally binding nor is a verbal acceptance. **The teacher must receive a written offer of employment in the prescribed form.** The teacher has **four calendar days following the date of the offer** within which to accept the offer in the prescribed form. During that period the school board may not offer the contract to anyone else.

Note: The date of the offer is the date **sent** by registered mail, fax or other electronic transmission, or the date

received by ordinary mail or by personal delivery [S. 200(1)(a)(b),(2)].

TERMINATION OF A CONTRACT

By a Board of Education

A board may terminate the contract of employment with a teacher by sending notice in the prescribed form stating the reason(s) for the termination not less than 30 days prior to the date the termination is to be effective or not later than May 31 for a termination effective June 30 of that year. **A board may terminate the contract of a teacher at any time without notice for cause [S. 210].**

There are timelines within which an appeal must be filed. Contact the STF immediately upon receipt of a notice of termination.

By a Teacher

A teacher must send notice to the board of education by registered mail no later than May 31 to terminate a contract of employment effective June 30. For a resignation to be effective on a date other than June 30, a teacher must send notice to the board of education by registered mail not less than 30 days prior to the day upon which termination is to take effect. Such notice should state the reason(s) for the termination [S. 211].

By Mutual Agreement

A contract may be terminated at any time after receipt of notice of confirmation by mutual agreement between the board and the teacher. Either the board or the teacher may initiate a proposal to mutually terminate the contract [S. 212].

APPEALS ON TERMINATION OF CONTRACT

Board of Reference

The Minister of Education appoints a board of reference to investigate the termination of a contract of employment. The board of reference is comprised of a board of education nominee, a teacher nominee and a mutually agreed-upon chairperson [S. 218].

Termination by a Board of Education

There are timelines within which an appeal must be filed. Contact the STF immediately upon receipt of a notice of termination.

If a contract is terminated effective June 30 in the first or second year of employment with the same board, the teacher is entitled to a meeting with the board to show cause why the contract should not be terminated. If a contract is terminated effective at any other time or

effective June 30 for reasons of redundancy, the teacher is entitled to a meeting with the board to show cause why the contract should not be terminated and to a board of reference [S. 213].

The board may not enter into a new contract of employment until the period for the teacher to request a board of reference has expired, or when an appeal is filed, until the board of reference reports its decision [S. 229(1)].

The accumulative period of time a teacher is employed as a replacement teacher is credited for purposes of determining the process for appeal [S. 200(11)]. The teacher may have access to both a meeting with the board to show cause and to a board of reference [S. 213, 216].

Termination by a Teacher

Within 15 days of receipt of notice of termination by a teacher **effective other than school year end**, a board of education may apply to the Minister of Education for investigation of the termination by a board of reference [S. 217].

The teacher may not accept new employment until the period for the board of education to request a board of reference has expired, or when an appeal is filed, until the board of reference reports its decision [S. 229(3)].

TEACHER BENEFITS

Access to teacher benefits is defined by the legal contract.

Benefits arise from the terms of employment as set out in the combination of *The Education Act, 1995*, *The Education Regulations, 2019*, and the collective agreements (negotiated provincially and locally) [S. 209], those offered by the STF and those derived from other applicable legislation (such as but not limited to *The Occupational Health and Safety Act* and the *Employment Insurance Act*). See the STF website at www.stf.sk.ca or contact the STF for more information about the description of benefits.

Benefits coverage is available for many board-approved leaves. Contact the STF for more information or visit the STF website.

GOOD EMPLOYMENT PRACTICES

There are multiple situations related to contracts of employment in which the law is administered. The following are offered as guidelines. Employers and teachers both have responsibilities that when successfully met contribute to respect and harmony in the employment relationship.

Teachers, boards of education and board representatives respect *The Education Act, 1995* and *The Education Regulations, 2019*.

The employer only offers contracts as prescribed without offering any incentive not already contained in the Provincial Collective Bargaining Agreement or the applicable local agreement. The employer offers only contracts as prescribed without requiring any other conditions such as the signing of a mutual agreement to terminate the contract immediately following confirmation of the contract (Wiebe Judgment, 1994) or the provision of supervision or extracurricular activities.

When the employer encounters challenges such as loss of project funding, a significant decline in student enrolment or other factors that could not reasonably have been foreseen in long-range planning for staffing, the employer reassigns teachers or terminates teachers' contracts for redundancy in accordance with board policy. [Such a termination would preferably respect teacher seniority as per STF Policy 3.12 (Teacher Redundancy).]

Teachers only accept contract offers in the prescribed form and do not offer or agree to any conditions such as those noted above or require any incentive other than those contained in the Provincial Collective Bargaining Agreement or the applicable local collective agreement. Teachers work with their local association and the Local Implementation and Negotiation Committee to achieve incentives or preferred conditions of employment available to others (see Code of Collective Interests).

Teachers promptly provide boards with verification of years of previous teaching experience.

Both teachers and boards of education may propose an amendment to a contract of employment.

Employers and teachers mutually agree to a proposed change in contract time at the time the need is identified and the change is proposed. *The Education Act, 1995* does not provide for contracts where the amount of time varies from one academic year or semester to the next academic year or semester. Employers and teachers anticipate future needs and mutually agree to amend the contract indefinitely or for a specified period of time, such as one academic year or one semester, as staffing or personal circumstance may require.

Teachers contact the STF **when contemplating and prior to signing** a mutual agreement to amend their contract of employment for assistance to ensure the amendment achieves the desired objectives.

Contract offers and amendments are processed in a timely manner and within the prescribed time.

Employers follow up a verbal offer immediately with a written offer and respect the time prescribed in *The Education Act, 1995* for the teacher to accept the offer

of employment or a proposed amendment to a contract of employment. There is no job offer until a written offer in the prescribed form is sent or received.

Teachers use the prescribed time to clarify their legal rights, assess the appropriateness of the contract offer or proposed amendment for their circumstances and career aspirations, and investigate the impact on their pension and benefits. Teachers respond promptly within the prescribed four calendar days following the date of the offer.

When teachers contemplate terminating their contract of employment effective at a time other than June 30, teachers contact the STF **prior** to accepting a different contract of employment.

Access to available leaves is defined by the legal contract.

Employers and local associations ensure that teachers are aware of the range of leaves that may meet the teachers' needs.

Rather than resigning or signing a mutual agreement to terminate their contracts, teachers explore and access available leaves such as:

- (a) Maternity, adoption and parenting leave prescribed by *The Labour Standards Act* and enhanced by the local collective agreement.
- (b) Other leaves such as sabbatical, educational, deferred salary, compassionate or personal leave as may be negotiated in the local collective agreement.
- (c) Sick leave including, with no amendment to the contract of employment, the option by mutual agreement with the employer to teach part time and be on sick leave part time.
- (d) Accommodation of a disability through mutually agreed-upon modifications in the teaching assignment or teaching conditions to accommodate the limitations imposed by the disability.

Employers and teachers respect the rights and special needs of teachers with a disability or in need of leave

for medical reasons. Teachers work with their medical practitioner to inform the employer of the limitations imposed by their disability. Teachers work with their medical practitioners to ensure the employer receives prompt and reasonable notice of absences and extensions of absences when the teacher is on paid sick leave or unpaid sick leave. (Teachers on unpaid sick leave, i.e., not in receipt of salary, may be in receipt of disability benefits from the STF Teachers' Long-Term Disability Plan, Saskatchewan Teachers' Disability Benefits Plan or Canada Pension Plan).

Employers and teachers respect the rights and special needs that may arise due to pregnancy and parenting absences. *The Education Act, 1995* does not provide for open-ended beginning or end dates to a temporary contract. A temporary contract may need to begin earlier than anticipated dependent upon the baby's birthdate. A teacher may extend the absence to the full leave set out in *The Labour Standards Act* or return early from a maternity, adoption or parenting leave by giving four weeks' written notice.

Employment for the Full Academic Year

Employers offer and teachers request a replacement contract or a continuing contract when the employment is for a full academic year. Teachers should seek clarification from the employer when the contract of employment offer falls just a few days short of the full academic year.

Employment for Less Than the Full Academic Year

Employers offer a retroactive temporary contract when it is clear that the same position will require temporary staffing for 20 or more consecutive days. Teachers who provide substitute teaching for more than 19 consecutive days in the same position seek a temporary contract.

Employers use two temporary contracts to fill a vacancy such as that caused by a parenting leave commencing mid-year that requires teaching service in two different academic years.



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This summary contains general information only. In the event of a discrepancy in interpretation, the applicable legislation or collective bargaining agreement is the final authority. For further information contact the Federation or visit the STF website at www.stf.sk.ca.