

REPORT

TO THE MINISTER OF LABOUR RELATIONS AND WORKPLACE SAFETY

Regarding mediating a dispute between the bargaining committee of the Saskatchewan Teachers' Federation and the bargaining committee of the Saskatchewan School Boards Association and the Government of Saskatchewan in order to arrive at a collective agreement as contemplated in subsection 237(1) of The Education Act, 1995 (the "provincial agreement")

I

INTRODUCTION

Mr. Minister, in your Order of May 31, 2011, I was directed to inquire into any issues in dispute between the above parties and focus on assisting them to reach consensus on outstanding differences associated with their provincial collective bargaining agreement. In the event an agreement could not be reached by June 10, 2011, I was mandated to prepare a report for your consideration, by June 30, 2011, setting out my findings and providing my recommendations for the resolution of the outstanding issues. My mandate was subsequently extended to July 8, 2011. Regrettably, agreement could not be reached on all the outstanding issues.

Nevertheless, I would be remiss if I did not begin by recognizing the effort and dedication of the parties to the process, and complimenting them on their good faith participation in the mediation process and their *bona fides* in attempting to reach a settlement. Each of them advocated their respective positions in a well focused, well researched and committed fashion. I was frankly impressed by the respectful and professional nature of the negotiations. This is especially laudable given the difficult circumstances which led up to the mediation.

II

HISTORY

Prior to your Order, and my participation as special mediator, the parties had been engaged in collective bargaining negotiations and labour action for a protracted period of time. They spent 21 days in direct negotiations; 9 days in conciliation; 3 days of full withdrawal of professional services; 5 further days of negotiations; and 2 further days of withdrawal of voluntary services. All of this had been interspersed with significant media attention with each side advocating its position to the public through the media. Following your order we held 7 full days of formal mediation and 7 further days of direct post mediation discussions.

I relate this brief history, only to underscore the significant effort that has gone into reaching an agreement. Each side bargained hard in an attempt to achieve their respective goals and interests. While, sometimes, hard bargaining can be both frustrating and exhausting, in this case it resulted in significant agreements and concessions which, in my view, ensures a fair and durable solution both in the present round and as a template for future bargaining.

III

FINDINGS

1. Observations

My meetings with the bargaining committees brought to light two significant positive perspectives which reflected the professionalism and mature bargaining philosophies of both parties: (1) Firstly, a recognition by the Government Trustee Bargaining Committee (GTBC) of the innate professional stature and value of teachers and their contribution to the greater social fabric of the Province. While they may disagree with the position taken at the bargaining table, the GTBC appreciates and accepts the right of the Saskatchewan Teachers' Federation (STF), through its appointed Teachers' Bargaining Committee (TBC), to bargain hard for the greatest gains possible for its members so as to achieve - in monetary and collective agreement language terms - compensation which reflects its perspective that the teachers be appropriately remunerated and recognized for their professional contribution to the Province of Saskatchewan. (2) Secondly, a recognition by the STF that, while they may disagree with the current bargaining positions taken by the GTBC, they acknowledge and understand the right of a democratically elected government to set policies which, from its perspective, focus its resources so as to best balance both the interests of all of the citizens of the Province as well as those of the employees who it negotiates with - and to bargain hard in attempting to implement those policies.

2. Final Offers

Government Trustee Bargaining Committee

At the outset of negotiations, the GTBC took the position which, it asserted, has been applied repeatedly and consistently across the spectrum of all public sector negotiations in the Province, that an increase of 1.5% - 2.0% - 2.0% over the next three years was appropriate. It says that this "Purchasing Power" contractual increase reflects a purchasing power formula that is reasonable, fair and competitive in all of the circumstances which apply to Saskatchewan teachers.

The GTBC agreed, in addition to its offer of 1.5% - 2.0% - 2.0%, to negotiate an appropriate "market adjustment" which would allow Saskatchewan teachers to be paid on a comparative basis equivalent to all other teachers on a national average. Ultimately, following agreements reached on the appropriate comparators and the determination of the "Western Canadian Average" (WCA), as discussed further below, the GTBC presented a final offer (dated June 20, 2011) which it presented to the TBC on June 22, 2011. In its final offer, in addition to providing those concessions already agreed to and set out below, the GTBC proposed:

"... a 1.5% economic increase in year 1, a special market adjustment at end of year 1 ranging from 5.01% at the bottom of the range to 3.34% at the top (with Steps blended between the two to create equal % increments between the Steps, as well as collapsing Step 15 to Step 11), a 2% general economic increase in year 2, and a 2% general economic increase in year 3".

It proposed that the increases be distributed through equal percentage increments through the steps in the grid.

Teachers' Bargaining Committee

At the commencement of the negotiation process the TBC took the view that an increase of 16.3% was appropriate in that it reflects not only an acknowledgment of the professional value of teachers but also accommodates the various costs of meeting their salary expectations in the future.

The TBC originally proposed that their comparators should be confined to the average salary that teachers earn in Manitoba and Alberta. Based on a formula which took into consideration an appropriate reflection of teachers' value and contributions, it proposed that a further market increase - above the Purchasing Power general economic increase proposal of the GTBC - of 10.8% (for a total of 16.3% over the course of three years) was necessary. However, based on the comparators and numbers agreed to during mediation, the teachers, on June 30, 2011 submitted the following offer in response to the GTBC's offer of June 20, 2011:

“That the Teachers’ Bargaining Committee confirm the proposal made to the special mediator on June 28th. Should this proposal not be acceptable to the Government-Trustee Committee, the Teachers’ Bargaining Committee will await the report of the special mediator, to be tabled with the Minister of Labour Relations on June 30th, 2011”.

As confirmed in the June 29th meeting with the special mediator and representatives of the Government-Trustee Committee, the proposal made by the Teachers’ Bargaining Committee to the special mediator on June 28th, included the following:

- The application of the Western Canadian provincial average in the first year of the agreement, effective September 1, 2010.*
- The addition of 1 percent to maintain the Canadian provincial average in the second and third year of the agreement, effective September 1, 2011.*

Further to this, as discussed with the representatives of the Government-Trustee Bargaining Committee and the special mediator on June 29th, the Teachers’ Bargaining Committee proposed for consideration:

- The creation of a grid structure using an equalized dollar figure to achieve equal increments.*
- The application of the minimum/maximum average of the Western Canadian provincial average to the allowances for principals and vice-principals in year one of the agreement.*

With the above “final” positions as a base, negotiations continued through the week of June 27 - July 1, 2011.

IV

ISSUES

The parties reached agreement on several major issues. However, since those positions were arrived at through the mediation process, it is important to briefly reflect on, and explain, the basis on which those agreements were reached.

1. Comparators

The parties were urged to accept, and did in fact accept, that a practical basis on which to assess the appropriate salary increase for teachers which is reasonable, fair and

competitive, is by objectively comparing the compensation provided to their relative counterparts in a fair comparator group. Without going into detail, but for obvious reasons, including all of the provinces in Canada as comparators would not provide a fair, reasonable and competitive relationship comparison. Following significant negotiations on this point, the parties came to an agreement that the appropriate comparators should be the teachers in the other western Canadian provinces namely: Manitoba, Alberta and British Columbia.

As well, while there was initially some concern regarding the disparity between the salaries in Alberta and British Columbia, agreement was arrived at on the understanding that it was equally fair to both parties to include both Alberta and British Columbia, without adjustment or weighting, in that they represent the top and bottom of the scales of compensation in Western Canada and essentially offset this disparity.

It is well established that a compensation package which reflects the comparative value paid for similar services, in fairly arrived at comparative jurisdictions (i.e. the appropriate “comparators”), best reflects an objective valuation for the services provided by individuals who are the subject of collective bargaining negotiations (in this case the teachers). In the circumstances here, an agreement was ultimately reached that the fair, reasonable and competitive comparators to determine the appropriate valuation of work that teachers provide in the Province of Saskatchewan are the average minimum/maximum salaries paid to Class IV teachers in the Provinces of Manitoba, Alberta and British Columbia (the “*Western Canadian Average*”).

2. Calculation of the “average”

The teacher’s bargaining committee took the view that the calculation of the comparative average earned by its provincial counterparts should be just that: the average earned by only those provincial counterparts, excluding Saskatchewan. In fact, they argued strenuously that there ought to be further percentage increases in their collective

agreement to reflect various considerations, including recognition of teachers' professional status and their contribution to the province of Saskatchewan.

The GTBC took the position that the:

"... calculation of the Western Canadian provincial average should include Saskatchewan."

It argues (in its offer of June 20, 2011) that:

"This is the correct mathematical/statistical method for calculating averages and it is congruent with the method of calculating averages used in other public sector collective agreements..."

With all due respect to the GTBC's position, I am of the view that a market adjustment is a "relationship" issue. That is: in order to fairly arrive at the appropriate market adjustment for the teachers in Saskatchewan, one must first determine what other teachers are receiving in the comparator jurisdictions in order to determine where Saskatchewan's teachers are **in relation** to them. By including Saskatchewan teachers in calculating the average salary of comparators, one essentially makes Saskatchewan teachers a comparator "against" themselves. Were one to include the Saskatchewan teachers in the "Western Canadian Average" one would, by definition, dilute the formula and skew the calculation of the amount teachers in Saskatchewan need to be paid to reach the average of what other teachers are paid in the comparator provinces of Manitoba, Alberta and British Columbia.

Based on our shared understanding of the above logic, the parties agreed that in determining the market adjustment to be paid to teachers in Saskatchewan - so as to fairly compensate them **in relation to** the average salary paid to teachers in other western Canadian provinces - the average salary should be determined in the comparator provinces **excluding** Saskatchewan.

3. Affirmation of professionalism and contribution of teachers

The teachers bargained arduously that an extra percentage salary increase ought to be provided to them so as to tangibly reflect recognition of their professionalism, their voluntary services and their unique contribution to the social/cultural fabric of Saskatchewan. Mr. Minister, I have no hesitation in acknowledging (as did the members of the GTBC in our sessions) a very high personal regard for teachers, their profession, their professionalism (which was never more apparent to me than in this mediation) and the inestimable contribution they make to the cultural and social fabric of our society. That said, quantifying a monetary value on that acknowledged respect and regard is another matter.

I would argue that the answer to this difficult issue lies in the appropriate comparables. In each of the provinces which the parties have agreed to as appropriate comparators, teachers have the same recurring issues regarding acknowledgment and recognition of their professional contribution. In each province collective agreements were arrived at and signed by the respective teachers' bargaining committees. Therefore, when one accepts as a fair, reasonable and competitive comparator the comparable salaries paid to teachers in Manitoba, Alberta and British Columbia, it is only logical, and equally fair to accept and infer, that by arriving at, and signing an agreement regarding their respective salary grids, teachers and governments in those provinces have already arrived at a monetary valuation which acknowledges and reflects their joint appreciation of the value of teachers as professionals and their contribution to the cultural/social fabric of their respective provinces.

Given that my recommendation, below, is that teachers be provided a market adjustment that puts them at the average of their three western Canadian counterparts, it would be inappropriate - having regard to my restricted role as a mediator - to attempt to quantify a further salary increase to affirm the work of teachers or in recognition of their special status. This is so, particularly because their compensation here is being determined on a comparative basis where those very interests and considerations have already been addressed and agreed to by teachers and governments in the comparator provinces. If any

increase in this respect is to be made it should be arrived at solely through the bargaining process.

4. Purchasing Power Increase

While I have not been mandated to provide an interest arbitration award, it would be disingenuous to suggest that my recommendations here - and to the parties during bargaining - did not take into consideration the fair and fundamental jurisprudential principles which apply to the same. The single overarching principle in interest arbitration is that one should attempt to replicate an agreement which the parties would arrive at had they bargained to conclusion and were left unfettered by other considerations.

It should be noted that the parties spent little time discussing the “Purchasing Power” formula being proposed by the GTBC. It would be fair to say that, with the consent of the teacher’s bargaining committee, we focused our attention in the mediation on the appropriate market adjustment since it soon became apparent that the GTBC would be unable to move off the Purchasing Power formula having regard to the fact that the Government had successfully bargained that formula in a number of prior public sector agreements.

I concluded that, irrespective of how long negotiations might have gone on or what other job action pressures were applied, the parties could not come to an agreement unless it contained the GTBC’s Purchasing Power formula with the percentage increases as discussed above. To their credit, the teachers’ bargaining committee accepted this position and agreed to the application of the Purchasing Power formula on the understanding that an appropriate market adjustment would be negotiated, to bring teachers to the point where they are paid at, or above, the average of their colleagues in the comparator provinces.

Accordingly, my recommendations herein have taken into consideration my assessment that the Purchasing Power formula (of 1.5-2.0-2.0% over 3 years) would apply to any agreement arrived at by the parties.

V

AGREEMENTS

I am pleased to report that, because of the extensive bargaining efforts of both committees, significant agreements were arrived at on a number of issues. The parties agreed on the following major concessions which, in my view, will provide a durable, reasonable, fair and competitive formula on which this and future collective agreements can be negotiated, as well as dramatically reducing the difficulties incurred during the present round.

1. The parties agreed on the data comparing teachers' salaries in Saskatchewan, Manitoba, Alberta, and British Columbia. It was agreed that Class IV (minimum and maximum) was an appropriate focus point for making a comparison given that the majority (58%) of Saskatchewan teachers are in Class IV and hold a Professional A teaching certificate. Attached, as Appendix A, is a copy of the appropriate average salary calculations agreed to by the parties and which are relied on for my purposes here;
2. The parties agreed that the appropriate comparator group shall be found in the average salary (minimum and maximum) of a Class IV teacher in the western Canadian provinces (British Columbia, Alberta and Manitoba) to establish the appropriate "Western Canadian Average" (WCA) market compensation level for teachers in Saskatchewan;
3. The parties agreed that the collective agreement would be for a three year term and the teachers accepted that the Government's Purchasing Power formula (1.5-2.0-2.0% over three years) would apply to this collective agreement, on the

understanding that an appropriate market adjustment would be made, to bring teachers to the point where they are paid at the same level as their comparator group;

4. Using the 2010 collective agreement year as the basis, and after applying the agreed to data as above (Appendix A), the parties mutually agreed that the Western Canadian Average teacher salary at Class IV Minimum and Maximum - "aged" to 2010 - were \$49,477 and \$ 76,611 respectively.
5. The parties agreed that the percentage market adjustment - again, aged to 2010 - required to bring Saskatchewan teachers' salaries to the Western Canadian Average as at September 1, 2010 was: 5.01% (at the minimum) and 3.34% (at the maximum);
6. The parties agreed that the percentage market adjustment would be distributed over the grid in an equitable fashion. Specifically, the steps between the minimum and maximum will be blended between the two to create equal percentage increments between the steps;
7. The GTBC agreed that, effective year two, the Supplemental Unemployment Benefit (SUB) Plan would be increased to 17 weeks from the current 12 weeks without medical evidence being required;
8. The parties agreed that the adult orthodontic benefits would be extended to a lifetime maximum of \$2,000.00 per teacher. (This benefit is currently only available to dependent children of teachers);
9. Finally, the parties agreed to all of the issues as set out in Appendix B.

VI

OUTSTANDING ISSUES

At the conclusion of mediation, the following four issues were the only ones that remained outstanding:

1. The GTBC offered to pay the agreed upon market adjustments (i.e. 5.01% at the bottom and 3.34% at the top) at the commencement of the second year of the collective agreement, namely September 1, 2011. The TBC proposed that the market adjustment be paid at the front end of the collective agreement, namely September 1, 2010;
2. The TBC proposed that its members receive a further market adjustment of 1% in year two of the agreement, in that failure to do so will result in the average salaries falling below the Western Canadian Average by the conclusion of the collective agreement;
3. The teachers sought, as part of the market adjustment formula, to have Step 15 of the Salary Grid collapsed into Step 11 to bring the Saskatchewan grid into line with the other comparator provinces at the beginning of the first year of the agreement;
4. Finally, as part of the market adjustment formula, teachers sought to have the administrative allowances increased by the average of the market adjustment, i.e. 4.2%.

VII

RECOMMENDATIONS

In your Order, Mr. Minister, I am specifically directed to both set out my findings and provide: “ *...recommendations for the resolution of the outstanding issues*”. My recommendations with respect to the above outstanding issues are as follows:

1. **Front End Load**

With the agreements reached, the parties will have established a long term reasonable, fair, objective and durable formula for calculating the salaries of teachers in light of the compensation paid for similar work in the comparator provinces.

The Teachers' Bargaining Committee bargained very hard for a concession that the full amount of 5.01% or 3.34% be applied retroactively to their salary grid as at September 1, 2010. The GTBC bargained equally hard that the payment should be distributed over the collective agreement so as to provide the WCA to the teachers at the end of year one.

The application of the agreed to formula calls for the teachers to be paid a minimum/maximum market adjustment of 5.01 - 3.34 % to get them to the Western Canadian Average as at September 1, 2010. As I indicated earlier, that average is “aged” to the September 2010 date. This aging, in and of itself, provides a significant benefit to teachers. This is so since, had the collective agreement here been negotiated to conclusion in 2010, the data available to establish the WCA formula, arrived at in these negotiations, would have been gleaned from 2009 and early 2010 numbers. We were able to use 2010 and 2011 data only because the present collective agreement negotiations became protracted. In fact, some of the numbers used to calculate the WCA in the formula used by the parties were not available until as late as March 2011.

This is the first application of the WCA formula. While everyone accepts that it is fair, reasonable and durable, it does in fact lead to a market adjustment formula that neither party had anticipated or bargained prior to the mediation process. The result is that the formula re-shaped both parties' respective demands at the table and led to the adjustments arrived at.

While I understand the teachers' argument that the market adjustment represents a salary adjustment which is "due" them, that argument must be addressed in light of all the circumstances. In my view, in order to be fair to both sides, the first time implementation of the WCA formula should be done without unduly benefiting or penalizing either party. It is not unusual in collective bargaining to have compensation concessions distributed over the life of a collective agreement or to front or back end load them depending on the specific circumstances. This is particularly so in cases when new adjustments are made or applied. Furthermore, it does not follow that salary concessions are automatically retro-active (although that is clearly the preference of employees). In many cases salary retro-activity is triggered by the date of signing or ratification of a new agreement. Neither of those circumstances exist here.

Given the fact that this collective agreement will be the first application of the WCA formula on the agreed to principles arrived at with "aged" data, it is only fair that a balance be struck without unduly benefitting or penalizing either party.

In my view a balance between those considerations is best achieved by distributing the market adjustment over the first two years of the collective agreement as set forth below. With respect, I so recommend.

2. 1 % Adjustment in Year Two

The teachers' bargaining committee argued that irrespective of when the market adjustment is paid, by the end of the collective agreement term Saskatchewan's teachers would fall below the Western Canadian Average, and therefore, prospective adjustments should be

made in the calculations in the second year of the collective agreement to ensure that their salaries would remain equal to, or above, the average.

The GTBC takes the view that, having regard to the first time application of the formula and the overall concessions which it has made with respect to the entire bargaining agreement, a further bump which does not specifically address the point in time WCA - as the 5.01/3.34 payment does - would be both unfair to the employer and inconsistent with the application of the agreed to formula.

The difficulty I see with the teachers' request to apply prospective bumps to accommodate changes in the WCA calculation is that, given the diverse and diverse collective agreements which are negotiated in the comparator provinces, on a largely school board by school board basis, this position would require an "ever speaking" collective agreement whereby salaries would need to be addressed on a complicated, almost monthly, basis depending on when a specific agreement is arrived at in any comparator jurisdiction.

For me to so recommend would not be in the long term collective bargaining interests of the parties nor would it be consistent with good labour relations principles. For these reasons it is appropriate to address salary averages and negotiate the collective agreement from a "point in time" perspective. That point in time here is September 1, 2010.

Having arrived at the appropriate comparators; agreed to the comparative salary level of Class IV (minimum/maximum); and, agreed to the numbers which disclosed the averages in the comparators, the compensation required to put teachers in the Province of Saskatchewan at the Western Canada average as at September 1, 2010, requires a 5.01% market adjustment bump at the minimum level and 3.34% at the maximum. This will get teachers to the point where they are being paid at the average market equivalent, as at September 1, 2010, of their western Canadian comparators.

While it may be true that during the course of this collective agreement a segment of teachers will fall below the Western Canadian Average - depending on the collective agreement provisions negotiated in the comparator provinces - that shortfall, or any problems with the application or implementation of the Western Canadian Average formula can be addressed in the next bargaining round. This should be a much easier task given that the concessions made and formula established in this round of bargaining will accommodate more focussed and effective bargaining going forward.

While the parties are of course free to negotiate any adjustments to the WCA formula that address their respective interests, given their commitment to that formula, it would not be appropriate to stray from its criteria in assessing the market adjustment beyond that which they have agreed to.

Therefore, with respect, I am unable to recommend a further 1% increase in the market adjustment, as proposed, in year two of the collective agreement.

3. Collapse of Step 15

In that agreement has been arrived at that market adjustments are necessary at the bottom/top end of the salary grid to put teachers at the average in relation to the salary paid to their counterparts in the other western Canadian provinces, it is also appropriate to ensure that their salary grid is congruent with their comparator counterparts.

No other provincial comparator has a "Step 15" in its salary grid. In order to bring Saskatchewan teachers to the average in relation to their western Canadian counterparts it is therefore fair, reasonable, competitive and appropriate to collapse Step 15 in the salary grid and make it Step 11. Having regard to the logic set out in # 1 above, I recommend that Step 15 be collapsed to Step 11 in the second year of the collective agreement.

4. Administrative allowance

The teachers proposed that the administrative allowances for principals and vice- principals be increased by 4.2% which represents approximately the average market adjustment agreed to. The GTBC is of the view that, since both categories will receive the market adjustment in their capacities as teachers within the grid, no further bump is required.

I am given to understand that historically, with the odd exception, any increases that have been applied to the salary scale for teachers has been applied to the allowances for principals and vice- principals.

The allowances applied here must, nevertheless, take into consideration the first time establishment of the broader WCA formula and the unexpected cost consequences which flow from it. Having regard to all the concessions provided by both parties, I conclude that extending the market adjustment formula here is appropriate to, at a minimum, bring administrators within the anticipated market adjustment parameters in this collective agreement. In my view, once again employing the reasoning set out in section VII paragraph 1 above, and taking into consideration the concessions made by both the GTBC and TBC to this point, that administrative allowance adjustments should be made in a lesser amount and in a graduated fashion.

I therefore recommend a 1% increase in year two and 1% in year three.

5. Summary of Recommendations

In the result, I therefore recommend that, in addition to the agreed to concessions set forth in Section V above, the teachers in Saskatchewan should be paid the following compensation during the course of their three year collective agreement:

- a. A market adjustment of 5.01 % at the minimum of the scale and 3.34% at the maximum, added to the last collective agreement amount of the Class IV average

Saskatchewan teachers as at August 31, 2010 and distributed through the grid and over the course of the term of the collective agreement as follows:

- i. Minimum
 - 2.505 % at the bottom of the scale as at September 1, 2010;
 - 2.505 % at the bottom of the scale as at August 31, 2011;
 - ii. Maximum
 - 1.67 % at the top of the scale as at September 1, 2010;
 - 1.67 % at the top of the scale as at August 31, 2011.
 - iii. Steps 2 -10
 - .75% to be applied at Steps 2 - 10 on September 1, 2010;
 - The remainder of the WCA for steps 2-10 to be applied on August 31, 2011
- b. The steps between the minimum and maximum will be blended between the two to create equal percentage increments between the steps;
- c. Year two:
- i. Step 15 to be collapsed to become Step 11;
 - ii. an additional market adjustment of 1% will be applied to the allowances for principals and vice principals;
- d. Year three;
- i. an additional market adjustment of 1% will be applied to the allowances for principals and vice principals;

- e. In addition to the market adjustments as above, a Purchasing Power adjustment of 1.5%-2.0%-2.0 %, to be distributed as follows:
- i. 1.5 % Purchasing Power increase as at September 1, 2010;
 - ii. 2.0 % Purchasing Power increase as at September 1, 2011;
 - iii. 2.0 % Purchasing Power increase as at September 1, 2012.

VIII

CONCLUSION

Again, I would like to thank and commend the parties for their focused and committed representation of the respective interest of their constituencies. It is difficult for me to exaggerate the commitment, time, and energy which they all expended in attempting to reach a negotiated settlement. While each of the parties will surely see my recommendations as failing to meet their expectations, these recommendations should not be taken as any reflection on the calibre of representation that was apparent at each of the tables.

Finally, Mr. Minister, all of us who were involved in the mediation, extend our gratitude to you for your support of this positive process. I am grateful for the opportunity to have served in this difficult matter. I am hopeful that my recommendations might assist you in resolving this issue in the interest of the parties, the citizens of Saskatchewan, its institution of education and, most importantly, the students of this province.

All of which is respectfully submitted.

This 5th Day of July, 2011.

Richard I. Hornung, Q.C.

APPENDIX "A"
WESTERN CANADIAN PROVINCIAL AVERAGE TEACHER SALARY
AT CLASS IV MIN and MAX

Table 1: Maximum Annual Wage Comparison, 2009-2011

Jurisdiction	2009	2010	2011	2012
British Columbia*	\$64,131	\$66,194		
Alberta**	\$85,750	\$88,254		
Saskatchewan	\$73,036	\$74,132		
Manitoba***	\$73,172	\$75,384		
Western Canadian Average without Saskatchewan	\$74,351	\$76,611		
Difference	-1315	-2479		
SK: W. Can % Difference	-1.80%	-3.34%		

Table 2: Minimum Annual wage Comparison, 2009-2011

Jurisdiction	2009	2010	2011	2012
British Columbia*	\$42,932	\$43,657		
Alberta**	\$54,387	\$55,975		
Saskatchewan	\$46,419	\$47,115		
Manitoba***	\$47,366	\$48,798		
Western Canadian Average without Saskatchewan	\$48,228	\$49,477		
Difference	-1809	-2361		
SK: W. Can % difference	-3.90%	-5.01%		

* British Columbia 2009 Vancouver; 2010 annual average for 60 school districts

** Alberta: 2009 and 2010 annual average for 62 school districts

*** Manitoba: 2009 and 2010 annual average for 38 school districts

Market Adjustments:

Year 1: 1.5% increase only

APPENDIX “B”

The Teachers’ Bargaining Committee and the Government-Trustee Bargaining Committee have agreed in principle that the following components will contribute to a mutually acceptable tentative agreement:

Culture of Commitment Preamble

The parties agree to develop a Preamble to the Provincial Collective Agreement that addresses the commitment by the parties to work together to build harmonious relationships and collaborative processes in support of negotiations in matters that are outlined in legislation and other matters that we jointly agree to bargain.

MOA on Good Practices and Dispute Resolution

The parties agree to develop collaboratively a Memorandum of Agreement to review and renew the recommendations contained in the *Good Practices and Dispute Resolution Report (December 2002)*

LOU on Access to Benefits for Teachers Employed in First Nations Schools

The parties agree to develop collaboratively a Letter of Understanding outlining the commitment toward the achievement of Access to Benefits for Teachers Employed in First Nations Schools.

Joint Communiqué on Access to Information and Protection of Privacy

The parties agree to establish a stakeholder committee to advise on the development of resource materials that will assist the education sector in complying with *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Agreement to create a joint communiqué’ has been established.

Agreement to legislative processes to create Advisory Board Teacher Education and Certification (ABTEC)

The parties agree that the Saskatchewan Government will provide the parties to the Provincial Collective Agreement with proposed legislative changes for the establishment of the Advisory Board on Teacher Education (ABTEC) for review and input prior to placing the legislation before the Legislature.

Accumulated sick leave reported at the end of each school year

The parties agree that new collective agreement language be negotiated to ensure that every teacher receives an annual report of their accumulated sick leave.

Article 4 amendments

The parties agree to the elimination of the designation of the title of the designation of Assistant Principal as set out throughout Article 4. They further agree to develop language that will provide for grandparenting of current allowances for individuals who are assistant principals.

The parties agree to amend the current language under Article 4.6, Protective Provisions.

The parties agree to the elimination of Article 4.7, Special Schools.

Article 9 amendments

The parties agree to amend the formula for Article 9.1.2 to permit the designation of up to 3 persons for the first 50 teachers employed by the board of education.

Changes in payment schedule to the Members' Health Plan

The parties agree to alter the schedule of payments made by government to the teachers' health plan from quarterly payments to monthly payments.