

Prairie  
Spirit Local  
Collective  
Agreement

2010



**PRAIRIE SPIRIT  
SCHOOL DIVISION**  
PURSuing STUDENT SUCCESS



***Effective August 24, 2010 - August 31, 2012***

## **Local Collective Bargaining Agreement**

*This Agreement made at Warman in the Province of Saskatchewan  
this 7<sup>th</sup> day of June, 2010.*

**Effective August 24, 2010 - August 31, 2012**

### **BETWEEN**

The Board of Education of the Prairie Spirit School Division No. 206 of Saskatchewan

### **AND**

The Local Implementation and Negotiation Committee (LINC) appointed by  
the members of the Prairie Spirit Teachers' Association

#### **Developed by the Prairie Spirit LINC TEAM**

##### **2009-2010 Members**

Scott Burant  
Cindy Clarke (Appointed Substitute)  
Sharon Compton  
Louis LeDoux  
Ken Dueck  
Guy Farquharson  
Dave Herron

Diane Kendall  
Judy Kolach  
JoAnne Lapierre  
Evelyn Novak  
Larry Pavloff  
Sherri Stephanson  
Cathy Taylor

### **Opening Statement**

The Prairie Spirit School Division Board of Education and Prairie Spirit Teachers' Association have developed a positive and collaborative partnership to support the interests of teachers and the interests of the Board of Education. Together we support our common mission of "pursuing student success" and our vision of creating an "inspired community of learners".

The Prairie Spirit LINC Negotiating Team, comprised of Teacher Association representation, Board representation and Division administration, began its journey on November 23, 2009, when the team began training for the interest-based negotiation

process. The team utilized results from a survey of PSTA members, developed by the PS LINC Team, in their discussions. After eight meetings, the LINC Negotiating Team supports the resulting agreement.

This LINC Agreement is based on interests that were developed by the LINC Negotiating Team early in its work. These interests formed the basis for developing shared understandings related to the many topics brought forth for dialogue. The interests were also used as the criteria for the determination of solutions, and consensus was reached on solutions presented in this agreement. The interests are:

- *Accuracy*
- *Clarity*
- *Consistency with provincial agreement*
- *Ease of accessibility*
- *Ease of administration*
- *Fairness*
- *Impact on families and communities*
- *Impact on schools and staff*
- *Impact on students and student learning*
- *Mutual trust*
- *Public perception*
- *Resources, costs, and impact*
- *Sustainability*
- *Teacher wellness*
- *Thoroughness*
- *Transparency*

This LINC Agreement represents the shared values of Prairie Spirit teachers, Division administration and the Board of Education. Throughout the process, the PS LINC Negotiating Team spent time in dialogue learning together, demonstrating transparent and open relationships characterized by the sharing of information and exploration of ideas, and developing collaborative, cooperative and trusting relationships. We are hopeful and optimistic that this new LINC Agreement continues to support a strong culture of collaboration within Prairie Spirit School Division.

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<b>Definitions</b>	
<i>Term</i>	<i>Meaning</i>
<b>Annual</b>	Shall mean the school year
<b>Contracts</b>	All contract offers and acceptances must be in writing.
<b>Indefinite/continuing contract</b>	Have a starting date but no date for termination of employment. They remain in force from year to year. They may be full-time or part-time.
<b>Replacement contract</b>	Is for one full academic year in either a full-time or part-time teaching assignment to replace a teacher who is absent for the complete year on a Board-approved leave. The contract must specify the beginning and end dates of the contract. A teacher hired on a subsequent replacement contract to replace a different teacher is deemed to be employed under an indefinite contract from the date the teacher was hired for the subsequent contract.
<b>Temporary contract</b>	Are for periods of 20 or more consecutive days but less than one complete academic year. They are to be used to fill an unexpected vacancy or to replace a teacher absent for any reason during that period. The contract must specify the beginning and end dates.
<b>In-school Administrator</b>	To include principal, vice-principal, supervisor or coordinator
<b>Part-time teacher</b>	On contract less than 100%
<b>PSSD</b>	Prairie Spirit School Division which includes the Board of Education and Division office staff.
<b>PSTA</b>	Prairie Spirit Teachers' Association
<b>Teacher</b>	Any member of the PSTA and STF.

## Use of the Agreement

The agreement has been designed for individual members to easily locate information in a topic of interest. Each member shares a responsibility in understanding the Local Agreement and determining when it is appropriate to use a particular section.

The Agreement is presented with two main parts. The left column of each section is the formal agreement. The right half of the page provides information for clarity when reading the formal agreement. Additional links may be provided. All required documents or forms are also linked at the bottom of each section.

All PSTA members are encouraged to discuss situations, or seek clarification with the President or any PS LINC Team member. The PS LINC Team has the responsibility of interpreting the Agreement.

### Section 1: Agreement (Term)

Formal Agreement	<i>Information for Clarity</i>
<p>1.1. This agreement between PSSD and the PSTA shall come into effect <b>August 24, 2010, and remain in effect until August 31, 2012</b> or until revised in accordance with The Education Act, 1995.</p> <p>1.2. The parties to this Agreement may, by written mutual consent, revise any provision of the Agreement during the term of the Agreement.</p> <p>1.3. In the event that any provisions of this agreement shall be determined to be invalid in law, those provisions shall be subject to such amendment as may be necessary to bring them into conformity with the law.</p> <p>1.4. PSSD and the PSTA are committed to begin negotiations prior to the expiration of the Agreement.</p>	

<p>1.5. PSSD and the PSTA are committed to meeting a minimum of two times per year throughout the duration of the Agreement to monitor items within the Agreement.</p>	
<p><i>Appendix / Forms:</i></p>	

<p><b>Section 2: Board of Review &amp; Interpretation of Contract</b></p>	
<p><b>Formal Agreement</b></p>	<p><i>Information for Clarity</i></p>
<p>2.1 Teachers who have questions/concerns regarding the interpretation of this contract shall consult with the PSTA President or LINC representatives before approaching the Board of Review.</p> <p>2.2 Grievances should be brought to the attention of the Board of Review in writing. The written notice shall include the particulars of the grievance.</p> <p>2.3 A grievance includes any difference of opinion which may arise as to the meaning, interpretation or application of a word, expression, or provision contained in this agreement.</p> <p>2.4 The Board of Review shall meet within thirty (30) days upon receipt of notification to address the grievance. The Board of Review shall have the responsibility of interpretation of the Agreement.</p> <p>2.5 The Board of Review shall consist of six members: The PSTA President or designate, the LINC chair, a representative from the PSTA LINC Negotiation Team, the Director of Education or designate, a superintendent, the Chair of the Board of Education or designate.</p> <p>2.6 The Chairperson of the Board of Review shall be selected from the above members.</p>	<p><i>Use Board of Review form</i></p>

<p>2.7 The teacher has the opportunity to speak to the grievance. The Committee will have opportunity to ask questions for clarification. Following information gathering, the committee will deliberate in closed session. The resolution will be communicated to the teacher verbally as soon as possible, and, in writing, within seven days of the resolution.</p> <p>2.8 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter in accordance with the terms of The Education Act, 1995, and any amendment thereto.</p>	
<p>Appendix / Forms: <a href="#"><u>Board of Review Form</u></a></p>	

<p><b>Section 3: Calendar Development</b></p>	
<p><b>Formal Agreement</b></p>	<p><b>Information for Clarity</b></p>
<p>3.1 A committee with PSTA representation will be established on an annual basis to develop calendar options for the school year.</p> <p>3.2 The PSTA membership will participate in a vote offered to all PSSD staff based on the calendar committee options to select a calendar preference.</p>	<p><i>The Board of Education has the final approval of the calendar as per legislation in The Education Act, 1995.</i></p>
<p>Appendix / Forms:</p>	



**Section 4: Compassionate Leave**

This agreement recognizes the emotion a teacher might be faced with when accessing the Compassionate Leave section.

<b>Formal Agreement</b>	<b><i>Information for Clarity</i></b>
<p>4.1 In each event of life threatening illness or death of a legal or common law spouse, a child of the employee or the employee’s spouse, parent, a spouse of a parent, a sibling, grandchild, grandparent, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a person who the teacher considers to be like a family member, the teacher shall be granted leave with pay as requested for a period not to exceed five (5) working days. PSSD may require an employee to provide, as soon as reasonably possible, a medical certificate verifying a life threatening illness.</p> <p>4.2 In each event of a teacher attending a funeral of someone other than those listed in Article 4.1, the teacher shall be granted leave with pay up to one (1) day.</p> <p>4.3 One additional day shall be granted when travel beyond eight hundred (800) kilometres round trip is required.</p> <p>4.4 The superintendent responsible for the school may, upon written request, grant additional compassionate leave with or without pay.</p>	<p><i>Inform in-school administrator</i></p>
<p><i>Appendix / Forms:</i></p>	

<b>Section 5: Contracts of Employment</b>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>5.1 Contracts of employment will be defined and offered as stated in The Education Act, 1995 and The Provincial Collective Bargaining Agreement.</p> <p>5.2 Vacant positions will be communicated, for information purposes, to all staff.</p> <p>5.3 The process for spring staffing of PSSD will be outlined to professional staff on an annual basis.</p> <p>5.4 Part-time teachers may apply for a vacant position that becomes available during the school year. Prior to applying for positions during the school year, consultation with their in-school administrator and superintendent should occur.</p>	<p><i>Teachers should be familiar with the three (3) types of contracts (see definitions):</i></p> <ul style="list-style-type: none"> <li>• <i>continuing/indefinite</i></li> <li>• <i>replacement</i></li> <li>• <i>temporary</i></li> </ul>
<i>Appendix / Forms:</i>	

<b>Section 6: Deferred Salary Leave</b>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>6.1 PSSD supports self funded and self administered deferred salary leave plan for teachers.</p> <p>6.2 The purpose is to provide a teacher with a one year leave of absence during a period of continuous employment by PSSD.</p> <p>6.3 The terms of the Deferred Salary Leave Plan, inclusive of service and leave, are three (3) four (4), or five (5) years.</p> <p>6.4 Eligibility: To qualify for a Deferred Salary Leave Plan, the</p>	<p><i>Members are advised to contact the <a href="#">STF</a> regarding such leave prior to applying, in <b>particular to inquire about pension implications.</b></i></p> <p><i>Refer to <a href="#">Prairie Spirit Administrative Policies and Procedures Module 5 (Human Resources)</a> in reference to placement upon return.</i></p>

teacher must have been in the employ of PSSD for a period of at least two years prior to entering the Plan.

6.5 Application: To enter the Plan in the fall of any given school year, the teacher shall make application to the Superintendent of Human Resources not later than April 30 of that year. A letter of application shall include the teacher’s intentions with respect to the school year in which the deferred leave will occur.

6.6 Criteria:

6.6.1 Upon acceptance to the Plan by PSSD, the teacher shall make all financial arrangements regarding the deferred salary.

6.6.2 Deferred Salary Leave Plan leave of absence shall be granted for the last year of the respective term of the Plan.

6.6.3 The teacher shall be free to pursue any activity desired during the Deferred Salary Leave Plan leave of absence, except professional employment with another Board of Education.

6.7 Options of Cancellation

6.7.1 Changes to the Deferred Salary Leave Plan may be made effective as of any annual anniversary date of entrance into the Plan.

6.7.2 If a teacher is required to temporarily discontinue teaching but remains in the employ of PSSD, the teacher may request in writing that the Deferred Salary Leave plan be suspended for the period of absence and the Division shall grant such request.

6.7.3 In extenuating circumstances and with the consent of PSSD, the participant may withdraw from the plan upon giving not less than (6) six months notice of intent to do so prior to the date established for the leave of absence.

*Arrangements must be made under the guidance of [Canada Revenue Agency Regulations](#)*

*Use Deferred Salary Leave Application Form*

<p>6.8 Limits:</p> <p>6.8.1 The Deferred Salary Leave Plan shall be limited to ten (10) participants per year of which no more than three (3) may be administrators.</p> <p>6.8.2 Selection will be based on order of application.</p>	
<p>Appendix / Forms: <a href="#">Deferred Salary Leave Application Form</a></p>	

<p><b>Section 7: Education Bursaries</b></p>	
<p><b>Formal Agreement</b></p>	<p><b>Information for Clarity</b></p>
<p>7.1 PSSD shall establish a minimum \$15,000 Bursary Fund per academic year.</p> <p>7.1.1 Unused funds from one academic year shall be carried over to the next academic year.</p> <p>7.2 Education Bursaries provide financial assistance toward the costs of tuition, courses and learning programs.</p> <p>7.3 A committee consisting of representatives from the PSTA and PSSD will have the following responsibilities:</p> <p>7.3.1 Develop criteria</p> <p>7.3.2 Establish timelines</p> <p>7.3.3 Adjudicate all applications</p> <p>7.4 The Bursary Amount for each application is to exceed neither \$500 nor 65% of the cost of the tuition, course or learning program, depending on the number of applicants.</p>	<p>Teachers with questions should contact the <a href="#">STF</a>.</p>
<p>Appendix / Forms:</p>	

<p><b>Section 8: Education Leave</b></p>	
<p><b>Formal Agreement</b></p>	<p><b>Information for Clarity</b></p>
<p>8.1 For the purpose of this section, Education Leave is defined as a leave in which a teacher participates in formal studies,</p>	<p>Prior to applying, members are advised to contact the <a href="#">STF</a> to clarify the status of</p>

<p>or undertakes training or other activities from a recognized post-secondary institution leading to a degree, certificate, course credits or diploma.</p> <p>8.2 Prairie Spirit shall provide fifty (50) months of education leave for teachers annually.</p> <p>8.3 Teachers applying for education leave must have been in the employ of PSSD for a period of five (5) years. Years of experience in the legacy school divisions are included.</p> <p>8.4 The term of Education Leave shall be based on one of the following:</p> <ul style="list-style-type: none"> <li>a) September-December</li> <li>b) January-April</li> <li>c) May-June</li> <li>d) One full year</li> <li>e) Other options may be considered in consultation with the superintendent responsible for the supervision of the teacher.</li> </ul> <p>8.5 Teachers on Education Leave shall receive ten percent (10%) of their basic salary.</p> <p>8.6 To be granted Education Leave the teacher shall make application to the Superintendent of Human Resources not later than March 1 of the school year prior to the leave.</p> <p>8.7 Should the number of applicants exceed five (5) on March 1, an Education Leave Selection Committee shall be formed to determine approval.</p> <p>8.7.1 The committee will be comprised of two (2) members as designated by the Director of Education and two (2) members as designated by the President of the PSTA.</p>	<p><i>their benefits during such leave.</i></p> <p><i>Refer to <a href="#">Prairie Spirit Administrative Policies and Procedures Module 5 (Human Resources)</a> in reference to placement upon return.</i></p> <p><i>Use Education Leave application form</i></p>
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<p>8.8 The committee will inform all applicants of their decisions in writing.</p>	
<p>Appendix / Forms: <a href="#">Education Leave Application Form</a></p>	

<p><b>Section 9: Executive Leave</b></p>	
<p><b>Formal Agreement</b></p>	<p><b><i>Information for Clarity</i></b></p>
<p>9.1 PSSD shall grant the secondment of up to one full-time position. The secondment may be used by up to two (2) officials within the PSTA. The PSTA shall reimburse PSSD the full cost of all salary, allowances and benefits paid by PSSD.</p> <p>9.2 PSSD shall grant leave with pay not to exceed fifteen (15) days per academic year, for the PSTA to attend to local association business.</p> <p>9.2.1 These days will be disbursed at the discretion of the President in consultation with the Director of Education.</p> <p>9.2.2 Other than the president or president elect, a maximum of three (3) days may be used by any one individual.</p> <p>9.2.3 The PSTA shall reimburse PSSD the substitute costs associated with the days taken.</p> <p>9.3 The PSTA is granted leave with pay not to exceed one (1) day for each member of the Representative Assembly to conduct local association business. The PSTA shall reimburse PSSD the substitute costs associated with the day taken.</p> <p>9.4 Additional days of leave may be granted to the PSTA through the Director of Education.</p>	
<p>Appendix / Forms:</p>	

**Section 10: Extra-curricular or Overnight Supervision**

Formal Agreement	Information for Clarity
<p>10.1 Extra-curricular Supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program.</p>	<p><i>PSSD — in collaboration with the PSTA —has developed a list of approved extra-curricular activities. Most of these activities include recognition for time with students and planning for these events (without students). The list is provided as Appendix A to this agreement. Members may submit activities not on the list to be considered by using the appropriate form in Appendix A.</i></p>
<p>10.2 Teacher involvement in extra-curricular activities is voluntary, and requires the consent of the teacher.</p>	
<p>10.3 Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.</p>	
<p>10.4 Extra-curricular or overnight supervision recognition is earned in twenty five (25) hour increments. A teacher shall be compensated in one of the following two ways:</p>	
<p>10.4.1 A teacher shall receive one half (1/2) earned day off for each twenty five (25) hour increment, to a maximum of two (2) full days.</p>	
<p>10.4.2 A teacher shall receive the minimum sub pay rate for each half day earned.</p>	
<p>10.5 Teachers providing overnight supervision of students will be compensated at eight (8) hours per night.</p>	
<p>10.6 Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.</p>	
<p>10.7 A teacher may declare a payout option by June 30 of each year.</p>	
<p>10.7.1 Teachers who are leaving the employment of the Board need to declare their intention to utilize the payout option by May 15 of each year to ensure</p>	

<p>payout by June 30.</p> <p>10.7.2 Payout would be no later than July 31 for those who declare payout by June 30.</p> <p>10.8 All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.</p> <p>10.9 Any teacher serving as an extra-curricular coach, leader, or supervisor representing the school division for a competition beyond the school division leading to a provincial competition may apply for reimbursement of expenses as per Board rate.</p> <p>10.10 Any teacher serving as an extra-curricular coach, leader, or supervisor of a non-athletic extra-curricular group that is representing the school division by special invitation or at a prestigious event may apply for the reimbursement of expenses as per Board rate.</p> <p>10.11 A teacher at the end of a school year may carry over fifteen (15) hours to the next school year.</p>	<p><i>A teacher may carry up to 15 hours to the next school year.</i></p>
<p><i>Appendix / Forms:</i></p> <p><a href="#">Extra-curricular or Overnight Supervision and Noon Supervision Claim for Pay Out Form</a></p> <p><a href="#">Extra-curricular or Overnight Supervision Claim for Earned Day Off Form Expense Form</a></p> <p><a href="#">Appendix A: PSSD Extra Curricular Overview and Extra-Curricular Activity Request Form</a></p>	



<b>Section 11: Family Leave</b>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
11.1 A teacher shall be granted one (1) day leave with pay per child per school year to attend to the illness of a child.	<i>See Compassionate Leave for definition of immediate family.</i>
11.2 A teacher shall be granted one (1) day leave with pay per school year to attend to emergency care within the immediate family.	
<i>Appendix / Forms:</i>	

<b>Section 12: Human Resources</b>	
<p>The PSSD has developed a comprehensive policy regarding human resources. At this time, the policies effectively deal with many interests that the PSTA and the PSSD share regarding PSTA members. PSSD policy is ultimately decided by the Board through Senior Administration. PSSD values the input that the PSTA provides into the development of policy. It is in the best interest of both parties to work collaboratively on policy development.</p>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
12.1 Human Resources Policies include, but are not limited to: teacher transfers, redundancy, role of administrators, teacher professional growth, supervision and evaluation, declaration of early retirement, and an employee assistance program.	<i>Refer to <a href="#">Prairie Spirit Administrative Policies and Procedures Module 5 (Human Resources)</a>.</i>
12.2 Should the PSSD change or update Human Resources policies which directly impact members of the PSTA, the PSTA shall be consulted, with an opportunity for suggestions and/or feedback.	
12.3 Any new Human Resources policy that has a direct impact on members of the PSTA shall be developed through a committee including PSTA representation.	
12.4 The PSTA and the PSSD will monitor the impact and usage	

<p>of Human Resources policy directly related to members of the PSTA. Areas which require further clarification or are of concern will be discussed with the LINC Negotiating Team.</p>	
<p><i>Appendix / Forms:</i></p>	

<p><b>Section 13: Negotiation Leave</b></p>	
<p><b>Formal Agreement</b></p>	<p><b><i>Information for Clarity</i></b></p>
<p>13.1 Costs will be shared by PSSD and the teachers' association.</p> <p>13.2 Members involved in the process of local negotiations shall receive release time to conduct negotiations if held during the school day.</p> <p>13.3 A teacher certified as a representative of Prairie Spirit Teachers' Association, shall suffer no loss in salary for the time necessarily absent from teaching duties for the purposes of:</p> <ul style="list-style-type: none"> <li>a) participating in local negotiations</li> <li>b) participating in mediation proceedings</li> <li>c) participating in conciliation proceedings</li> <li>d) participating in arbitration proceedings</li> <li>e) attendance required by a conciliation officer or arbitration board, or</li> <li>f) attendance required by the Educational Relations Board.</li> </ul>	<p><i>Discussions regarding the process and costs would occur prior to the budget year for shared funding</i></p>
<p><i>Appendix / Forms:</i></p>	

**Section 14: Noon Supervision**

Section 14 shall apply only to teachers who participate in supervision during the scheduled noon break. The PSSD and the PSTA recognize the value of teachers providing noon supervision.

<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>14.1 Noon Supervision shall be defined as supervision of students during the noon break.</p> <p>14.2 Teacher involvement in noon supervision is voluntary.</p> <p>14.3 The in-school administrator will meet with the superintendent to determine noon break supervision needs and implement noon break supervision. There will be variation of need from school to school.</p> <p>14.4 Noon supervision compensation is earned annually in seven and a half (7.5) hour increments. A teacher shall be compensated in one of the following two ways:</p> <p>14.4.1 A teacher shall receive one half (1/2) earned day off for each seven and a half (7.5) hour increment of noon supervision.</p> <p>14.4.2 A teacher shall receive the equivalent of one half (1/2) day minimum sub pay rate for seven and a half (7.5) hours of noon supervision.</p> <p>14.5 Earned days off may be taken as soon as the application to provide supervision is accepted and the days are submitted to payroll.</p> <p>14.6 A teacher may declare a pay out option by June 30 of each year.</p> <p>14.6.1 Teachers who are leaving the employment of the Board need to declare their intention to utilize the payout option by May 15 of each year to ensure payout by June 30.</p> <p>14.6.2 Payout would be no later than July 31 for those who declare payout by June 30.</p>	<p><i>All teachers are entitled to a duty free noon period. Members who are not attached to a classroom, i.e. Division office based, should ensure they schedule a noon period that is duty-free. Meetings and travel time are not expected to occur during this time.</i></p> <p><i>Teachers wishing to provide noon supervision must complete an application form at the school.</i></p>

<p>14.7 All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.</p>	
<p><i>Appendix / Forms: <a href="#">Noon Supervision Form</a>; <a href="#">Extra-curricular Hours or Overnight Supervision Form</a> and <a href="#">Noon Supervision Claim for Pay Out Form</a></i></p>	

<p><b>Section 15: Other Leaves</b></p>	
<p><b>Formal Agreement</b></p>	<p><b><i>Information for Clarity</i></b></p>
<p>15.1 Convocation / Graduation. Leave will be provided for members to participate in their personal convocation/graduation or for members of their immediate family consisting of spouse/partner, dependent, parent, and/or grandparent. Leave shall be granted for the following:</p> <ul style="list-style-type: none"> <li>a) One (1) day for attendance</li> <li>b) One (1) day for travel</li> </ul>	<p><i>Dependent includes child</i></p>
<p>15.2 Jury Duty / Witness Duty. Leave shall be granted in accordance with <i>The Provincial Collective Bargaining Agreement</i>.</p>	<p><i>Article 2, Provincial Collective Bargaining Agreement</i></p>
<p>15.3 Sabbatical Leave. Sabbatical leave shall be defined as leave with pay for a period of not more than one school year to allow the teacher to pursue individual endeavours. The Education Act, 1995, states that PSSD and the PSTA shall bargain collectively with respect to Sabbatical leave.</p> <p>15.3.1 At this time there will be no provision for sabbatical leave.</p> <p>15.3.2 Members who require an extended leave are encouraged to look at the other options available.</p>	<p><i>Other Options Include: Deferred Salary Plan Leave Without Pay</i></p>
<p><i>Appendix / Forms:</i></p>	

**Section 16: Parenting**

Formal Agreement	Information for Clarity
<p>16.1 Maternity and Parenting Leave</p> <p>16.1.1 Maternity leave shall be granted as per <i>The Labour Standards Act</i>.</p> <p>16.1.2 Parenting leave shall be granted as per <i>The Labour Standards Act</i>.</p> <p>16.1.3 Except as provided for under the provision of the Supplemental Unemployment Benefits (SUB) Plan established in accordance with the provisions contained in the Teacher Provincial Collective Bargaining Agreement, maternity and parenting leave shall be without pay.</p> <p>16.1.4 An extension may be applied for through written application to PSSD.</p>	<p><i>Please consult with the <a href="#">STF</a> regarding the procedure.</i></p> <p><i>Use Form 8-I, 8-II, and 8-III from the <a href="#">Teacher Provincial Collective Bargaining Agreement</a>. Article 8 in the agreement refers to the SUB plan.</i></p> <p><i>Refer to <a href="#">Prairie Spirit Administrative Policies and Procedures Module 5 (Human Resources)</a> in reference to placement upon return from a leave.</i></p>
<p>16.2 Adoption Leave</p> <p>16.2.1 Notice of adoption leave must be submitted to PSSD as soon as reasonably possible.</p> <p>16.2.2 Adoption leave shall be granted as per The Labour Standards Act.</p> <p>16.2.3 Adoption leave shall be without pay.</p> <p>16.2.4 An extension may be applied for through written application to PSSD</p> <p>16.2.5 Due to the circumstances of adoption, PSSD shall grant leave with pay for the following:</p> <ul style="list-style-type: none"> <li>a) One (1) day to carry out the adoption procedures</li> <li>b) One (1) day to attend to the childbirth</li> <li>c) One (1) day to be present on the day the child comes home</li> </ul>	
<p>16.3 Childbirth</p> <p>16.3.1 Teachers shall be granted leave with pay for the</p>	

<p>following:</p> <ul style="list-style-type: none"> <li>a) One (1) day to attend at the birth of the child</li> <li>b) One (1) day to be present when the mother and child return from the hospital.</li> </ul> <p>16.3.2 An extension may be applied for through written application to PSSD.</p>	
<p><i>Appendix / Forms: <a href="#">8-I, 8-II, 8-III, Teacher Provincial Collective Bargaining Agreement; Request for Parenting Leave Form</a></i></p>	

<p><b>Section 17: Part-Time Teachers</b>          To provide clear direction, this section addresses the unique working environment of part-time teachers.</p>	
<p><b>Formal Agreement</b></p>	<p><b><i>Information for Clarity</i></b></p>
<p>17.1 Part-time teachers shall have all Personal Leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.</p> <p>17.2 Part-time teachers will be provided preparation time that is pro-rated with their percentage of contract.</p> <p>17.3 Part-time teachers, in consultation with the in-school administrator, will commit to a pro-rated plan regarding participation in non-instructional days based on the percentage (%) of their contract and/or the percentage (%) of the year that they are employed.</p> <p>17.3.1 All part-time teachers are expected to attend the Opening School Celebration. This is considered part of their entire pro-rated attendance at non-instructional days.</p> <p>17.4 As per The Teacher Provincial Collective Bargaining Agreement, when part-time teacher attendance is requested by the superintendent, he/she shall be paid the appropriate salary amount for the day or portion thereof.</p>	<p><i>These include but are not limited to staff meetings, professional development days, planning days, convention.</i></p>
<p><i>Appendix / Forms:</i></p>	

**Section 18: Pay Period**

Formal Agreement	Information for Clarity
<p>18.1 Cheques shall be issued electronically on the last school day on or before the 25<sup>th</sup> of each month.</p>	
<p>18.2 Adjustments around the provincial or LINC Agreement would be made at the earliest opportunity.</p>	
<p>18.3 In the event of overpayment or underpayment, a process of reclaiming funds will be determined through mutual agreement.</p>	
<p>18.3.1 The time for repayment is not to exceed 12 months and is to be resolved before the employee leaves employment of the school division.</p>	
<p>18.3.2 Underpayments will be dealt with as soon as possible and must occur by the next pay period.</p>	
<p>18.4 Any leave with loss of pay implications, notification needs to be submitted by the fifteenth (15) of the month to payroll if the teacher wishes the pay to be reconciled during that month. See Section 19.2, regarding such leaves.</p>	
<p>18.5 All teachers new to PSSD will select either a 10 or 12 month pay option by August 31 of each year.</p>	<p><i>All PSTA members have the ability to select the 10 month pay option and arrange a 12 month plan with their financial institution.</i></p>
<p>18.6 Changes to the pay option must be made by August 31 of each year. It is the teacher’s responsibility to contact payroll.</p>	<p><i>A sample pay stub for 10 and 12 month pay periods is provided in Appendix B</i></p>
<p>18.7 PSTA fees will be deducted electronically from the October and November pay cheques in equal installments. The Superintendent of Finance and Administration is to receive written notification by August 31 of each year of the amount of the fees to be deducted.</p>	

<p>18.8 In the event of a discrepancy that is discovered by either the teacher or payroll, it is expected that the information regarding the discrepancy will be shared with all those involved and/or impacted.</p>	
<p>Appendix / Forms: <a href="#">Appendix B – Pay Period Comparison</a></p>	

<p><b>Section 19: Personal Leave</b>  PSSD recognizes the complexity of the teaching profession and that our teachers go beyond their regular duties to enrich learning and support students.</p>	
<p><b>Formal Agreement</b></p>	<p><b><i>Information for Clarity</i></b></p>
<p>19.1 A teacher shall be granted personal leave of up to two (2) days with pay per school year. When accessing a personal leave day with pay, the teacher shall notify the in-school administrator.</p> <p>19.2 A teacher shall be granted up to three (3) days personal leave without pay per school year. When accessing the personal leave days without pay, the teacher shall notify the in-school administrator.</p> <p>19.3 The superintendent responsible for the school may, upon written request, grant additional personal leave without pay.</p> <p>19.4 All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.</p> <p>19.5 Temporary teachers shall have Personal Leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.</p>	<p><i>In a year of 197 instructional days, leaves without pay beyond seven (7) days may impact superannuation.</i></p> <p><i>Contact the <a href="#">STF</a> for further clarification.</i></p>



19.6 Personal leave days shall not be paid out.	
Appendix / Forms:	

<b>Section 20: Preparation Time</b>	
<p>PSSD recognizes the value of providing preparation time for all professional staff. Preparation time provides time for all PSTA members to engage in a variety of professional experiences that support the teaching and learning process and ultimately provide the best possible service to our students.</p>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>20.1 Preparation Time is time when the teacher is not involved in direct interaction with students and is allocated for the sole purpose of allowing teachers to attend to individually initiated professional responsibilities.</p> <p>20.2 PSSD will provide all teachers with 8% preparation time.</p> <p>20.3 Preparation time provided by PSSD in the following ways:</p> <p>20.3.1 A minimum of 3% will be provided on the timetable. In schools where the number of staff prohibits this option, preparation time will be organized in consultation with the superintendent.</p> <p>20.3.2 Any remaining amount of preparation time will be allocated by days, half days, and/or early dismissals within the school year</p> <p>20.3.3 In addition, there will be at least one full day of preparation time at each of the start, middle and end of the school year.</p>	<p><i>Individual PSTA members are trusted to make their own professional decisions regarding their personal preparation time and these decisions should not impact other members' preparation time unless mutually agreed upon.</i></p> <p><i>It is expected that staff would be located in a PSSD facility. On those rare occasions when preparation time may take staff out of a PSSD facility to attend to professional responsibilities, staff shall continue to seek approval from their in-school administrators/supervisors.</i></p> <p><i>Division office based members have the flexibility to recapture their preparation time at another time if they are involved in an event for the Division.</i></p> <p><i>Staff meetings are not considered to be preparation time.</i></p>
Appendix / Forms:	

<b>Section 21: Pressing Necessities</b>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>21.1 Special leave with pay shall be granted to a teacher for the purposes of responding to an event outside the control of the teacher if this unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.</p> <p>21.2 A teacher shall be granted up to a maximum of three (3) days annually with pay to attend to a pressing necessity.</p> <p>21.3 Examples of a pressing necessity include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>a) Road closure</li> <li>b) Natural Disaster</li> <li>c) Accident</li> <li>d) Home emergency</li> <li>e) Community Emergency Service</li> </ul> <p>21.4 Reasons for the need of a pressing necessity day shall be given to the administrator/supervisor.</p>	<p><i>Flight delays do not fit the criteria of a pressing necessity.</i></p> <p><i>Teachers should inform their in-school administrator if they are a member of a First Responder team, local fire department or other community emergency team</i></p>
<i>Appendix / Forms:</i>	

<b>Section 22: Professional Development</b>	
<b>Formal Agreement</b>	<b>Information for Clarity</b>
<p>22.1 Professional Development is defined as professional learning and growth opportunities that enhance a teacher’s qualifications, knowledge, skills and/or abilities.</p> <p>22.2 To support professional development, PSSD will distribute money to school funds or Division office based groups. Administrators will work with staff to develop a locally based collaborative process to determine the use of</p>	<p><i>Professional development may include, but is not limited to: conferences, Professional Learning Communities, Provincial accreditation, mentoring, teacher visitations, short courses, special subject councils, working with Learning Support Facilitators, working with colleagues, and school initiatives.</i></p>

<p>professional development funds.</p> <p>22.3 Professional Development funds are to be determined annually based on the budgetary process.</p> <p>22.3.1 The process will provide an opportunity for input by the PSTA.</p> <p>22.3.2 The amount will be calculated on a full time equivalent basis.</p> <p>22.3.3 A memo stating the amount will be provided to staff as soon as the amount is determined and the budget is approved.</p> <p>22.4 PSSD and the PSTA will work collaboratively in planning all professional development activities that occur at the Division level.</p> <p>22.4.1 The PSTA will contribute funding to these joint events.</p> <p>22.5 The committee that will plan all Division level professional development activities will consist of representatives from PSSD as well as representatives from the PSTA.</p> <p>22.6 PSSD will provide the PSTA with one calendar day to conduct local association business. This would be considered a non-contact day with students.</p>	<p><i>To access funds, teachers need to consult with the in-school administrator. Members that are based from the Division office need to consult with their supervisor.</i></p> <p><i>To develop a process for managing professional development funds, staffs may wish to develop a PD committee.</i></p> <p><i>Money that would have been allocated for a PSTA Institute would be considered the contribution. An independent PSTA Institute is not necessary as all professional development events are jointly planned.</i></p>
<p>Appendix / Forms:</p>	

<p><b>Section 23: Reimbursement of Expenses</b></p>	
<p><b>Formal Agreement</b></p>	<p><b>Information for Clarity</b></p>
<p>23.1 PSTA members shall be eligible for mileage reimbursement for the following committees and/or purposes:</p> <ul style="list-style-type: none"> <li>a) System Based PLC meetings</li> <li>b) System Based Professional Development</li> <li>c) ALT meetings</li> <li>d) SERT meetings</li> </ul>	

<p>e) Division Committee meetings  f) Other meetings or purposes that are approved by the Director of Education or designate.</p> <p>23.2 Mileage claims will be at the Board rate based on the PSSD distance chart.</p> <p>23.2.1 Mileage claims shall be based on any additional mileage beyond the regular daily mileage that a staff member would travel to and from their location of work.</p> <p>23.2.2 A teacher in a Division office-based role or assignment who must travel as a condition of employment shall have any mileage above the regular expected travel distance reimbursed at the Board rate. The supervisor shall establish a home office location in consultation with the teacher.</p> <p>23.3 Administrator approved reimbursement for lodging and meals will be at the Board rate with proof of receipt.</p> <p>23.4 When an administrator approves any other expenses, the teacher will be reimbursed with proof of receipt.</p> <p>23.5 A teacher in a Division office-based role or assignment who must maintain a membership in another professional organization as a condition of employment will have the membership fee paid by PSSD.</p>	<p>Use PSSD Expense/Mileage <a href="#">Forms</a></p> <p><i>Examples:</i>  A teacher regularly works in Vanscoy. On another day the teacher goes to Osler for a Division committee meeting. The teacher will claim mileage on the difference from the total mileage to Vanscoy minus the total mileage to Osler.</p>
<p><i>Appendix / Forms:</i></p>	

<p><b>Section 24: Special Allowances</b></p>	
<p><b>Formal Agreement</b></p>	<p><b>Information for Clarity</b></p>
<p>24.1 For the purpose of this section, a special allowance is an amount of money over and above the regular salary paid to a teacher in a Division office-based role or assignment.</p>	

<p>24.2 A PSTA member who holds a position of Coordinator shall receive the Coordinator Allowance.</p> <p>24.3 The Coordinator Allowance will be based on the principal allowance, as recognized in the Teacher Provincial Collective Bargaining Agreement. The number of teachers recognized to calculate the allowance will equal the total number of schools in PSSD.</p> <p>24.3.1. At no time will the Coordinator Allowance be less than a principal’s allowance of the largest PSSD school.</p> <p>24.4 A PSTA member who holds a position of Supervisor shall receive the Coordinator Allowance plus an additional twenty percent (20%) of the Coordinator Allowance.</p> <p>24.5 In order to address the recruitment and retention of speech and language pathologists and educational psychologists an allowance will be provided based on the following:</p> <p>24.5.1. The allowance will be based on the member’s placement on the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.</p> <p>24.5.2. For the first year of employment an allowance of 6% will be provided.</p> <p>24.5.3. For the second year and beyond an allowance of 10% will be provided.</p>	
<p><i>Appendix / Forms:</i></p>	

**Section 25: Substitute Teachers**

Formal Agreement	<i>Information for Clarity</i>
<p>25.1 The daily salary rate payable to a substitute teacher shall be one (1) divided by the number of school days per year x 80% of the rate in effect at Step 1 of Class IV, in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.</p> <p>25.2 On the sixth (6) day of continuous substitute service for the same teacher, a substitute teacher shall be paid the daily salary rate of one (1) divided by the number of school days per year x the rate in effect at the Class and Step the teacher’s qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement. This daily rate of pay shall be retroactive to the first (1<sup>st</sup>) day of service.</p> <p>25.2.1. Continuous substitute service will not be interrupted by non-instructional days within the school division calendar.</p> <p>25.2.2. A substitute teacher may be requested by an in-school administrator to attend a non-instructional day.</p> <p>25.3 A part time teacher asked to provide substitute service within their school or community in which they are assigned shall be paid the daily salary rate of one (1) divided by the number of school days per year x the rate in effect at the Class and Step the teacher’s qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.</p> <p>25.4 Electronic deposits for substitute teachers who have taught during any month shall be made ten working days following receipt of the principal’s monthly report. This report is filed</p>	

<p>by the in-school administrator to Division Office within two working days following the last teaching day of the month.</p> <p>25.5 For substitute teacher pay purposes, the salary schedule which is in effect on August 27, 2007, shall be used and shall not be retroactive.</p> <p>25.5.1. Any changes in substitute teacher pay shall take effect at the beginning of the month following the implementation of a new Teacher Provincial Collective Agreement. Substitute pay will not be retroactive.</p> <p>25.5.2. Substitute pay is pro-rated for the percentage (%) of time of the school day in which they are employed.</p>	
<p><i>Appendix / Forms:</i></p>	

**Appendix A**

**PSSD Extra-Curricular Overview**

**Definition by LINC:**

Extra-curricular Supervision **shall be defined as supervision of and planning for** approved voluntary student activities provided outside of the regular instructional classroom program.

**Conditions:**

- Does not occur during hours of school operation
- Is the supervision of, or/and the planning for approved voluntary student activities provided outside of the regular instructional classroom program
- Has a direct impact on students
- Students benefit from the event/program
- Events in which students must choose to join. (Students opt in- events in which all must attend/do and opt out are not considered extra-curricular)
- Reminder: High Risk Activities need prior approval whether they are Extra-curricular or part of the Phys. Ed. Program.

**Categories:**

<b>Athletics</b>	
<i>Supervision Of</i>	<i>Planning</i>
Archery	Archery
Badminton	Badminton
Basketball	Basketball
Biking	Biking
Bingo/Fundraiser	Bingo/Fundraiser Coordinator
Broomball	Broomball
Canoe	Canoe
Cheerleading	Cheerleading
Cross-country	Cross-country
Curling	Curling
Fitness	Fitness
Floor Hockey	Floor Hockey
Football	Football



<b>Athletics</b>	
<i>Supervision Of</i>	<i>Planning</i>
Golf	Golf
Hockey	Hockey
Intramurals/house games	Intramurals/house games
Rugby	Rugby
Running	Running
Self Defence	Self Defence
Skating	Skating
Slo Pitch	Slo Pitch
Small Ball Basketball	Small Ball Basketball
Soccer	Soccer
Soft Lacrosse	Soft Lacrosse
Table Tennis	Table Tennis
Track and Field	Track and Field
Volleyball	Volleyball
Walking Club	Walking Club
Weightlifting	Weightlifting
Tournament Supervisor	Tournament Planner
	Athletic Director

<b>Citizenship</b>	
<i>Supervision Of</i>	<i>Planning</i>
Bingo/Fundraiser	Bingo/Fundraiser Coordinator
Environmental Clubs	Environmental Clubs
Library Assistance Groups	Library Assistance Groups
Playground Improvement Committees	Playground Improvement Committees
Youth Advisory Clubs	Youth Advisory Clubs
School events for community <i>(when organized by student committee/club)</i>	School events for community <i>(when organized by student committee/club)</i>
School Concession/Store	School Concession/Store
School Graduations/Farewells <i>If required to supervise</i>	School Graduations/Farewells
School Milk Program	School Milk Program
School Award Programs <i>If required to supervise</i>	School Award Programs
School Missions	School Missions

<b>Citizenship</b>	
<i><b>Supervision Of</b></i>	<i><b>Planning</b></i>
Student office workers	Student office workers
School Safety Patrol	School Safety Patrol
Students Against Drinking and Driving (SADD)	Students Against Drinking and Driving (SADD)
Service Learning Committees	Service Learning Committees
School Snack Programs	School Snack Programs
Student Representative Councils	Student Representative Councils
Student Leadership Committees	Student Leadership Committees
Students Uniting Nations	Students Uniting Nations

<b>Culture &amp; Leisure</b>	
<i><b>Supervision Of</b></i>	<i><b>Planning</b></i>
Academic Clubs ➤ Math ➤ Science ➤ Writing ➤ Languages ➤ Poetry ➤ storytelling	Academic Clubs ➤ Math ➤ Science ➤ Writing ➤ Languages ➤ Poetry ➤ storytelling
Academic Competitions If required to supervise	Academic Competitions
Bingo/Fundraiser	Bingo/Fundraiser Coordinator
Fine Arts Clubs ➤ Drama ➤ Art ➤ Music ➤ Dance ➤ Crafts ➤ Choir ➤ Jazz Band ➤ Talent Show	Fine Arts Clubs ➤ Drama ➤ Art ➤ Music ➤ Dance ➤ Crafts ➤ Choir ➤ Jazz Band ➤ Talent Show
Game Clubs ➤ Board games ➤ Cards ➤ Chess	Game Clubs ➤ Board games ➤ Cards ➤ Chess
Book Clubs	Book Clubs
Photography Clubs	Photography Clubs
Camping / Outdoor Clubs	Camping / Outdoor Clubs

Cooking Clubs	Cooking Clubs
Public Speaking Clubs ➤ Debate ➤ oratory	Public Speaking Clubs ➤ Debate ➤ oratory
Glee Club	Glee Club
Movie Club	Movie Club
Newspaper Club	Newspaper Club
Scrap booking Club	Scrap booking Club
Technology Clubs ➤ Computers ➤ Audio visual ➤ Multi-media ➤ Website	Technology Clubs ➤ Computers ➤ Audio visual ➤ Multi-media ➤ Website
Sign Language	Sign Language
School Festivals <i>Only if required to supervise(not attending)</i>	School Festivals
Travel	Travel
Voyager Club	Voyager Club
Yearbook	Yearbook
	Christmas Program Preparation



### Extra-Curricular Activity Request Form

Please forward completed form to your Family of Schools Superintendent (FOSS) for approval.

School: \_\_\_\_\_

FOSS: \_\_\_\_\_

Advisors: \_\_\_\_\_

Projected number of students involved: \_\_\_\_\_

Process of how students join:

Duration of activity (weeks/months): \_\_\_\_\_

Time of day activity to occur: \_\_\_\_\_

Impact on students:

How students benefit:

Other information to consider:

\_\_\_\_\_  
In-School Administrator

\_\_\_\_\_  
Date

**Activity is:**       Approved       Not Approved

Comments

\_\_\_\_\_  
Family of Schools Superintendent

\_\_\_\_\_  
Date

Appendix B:

**Pay Period Comparison**

**Sample of 12 pay employee with summer deferral**

	Payroll Amount	Position Code	Step	Pay Level
Gross Earnings	7,136.80	TEACH 1210	CLASS 4	10
Pension Deduction	(547.88)	TEACH 1210	CLASS 4	10
STF Deduction	(72.10)	TEACH 1210	CLASS 4	10
CPP Deduction	(335.95)	TEACH 1210	CLASS 4	10
EI Deduction	(123.47)	TEACH 1210	CLASS 4	10
Federal Tax Deduction	(936.31)	TEACH 1210	CLASS 4	10
Sask. Tax Deduction	(587.63)	TEACH 1210	CLASS 4	10
Group Life Deduction	(14.10)	TEACH 1210	CLASS 4	10
ICP Deduction	(99.92)	TEACH 1210	CLASS 4	10
Net Pay before Deferral	4,419.44	<i>net pay x .1667 = deferral amount</i>		
Summer Deferral Deduction	(736.72)	TEACH 1210	CLASS 4	10
<b>NET PAY</b>	<b>3,682.72</b>	<b>TEACH 1210</b>	<b>CLASS 4</b>	<b>10</b>

**Sample of 10 pay employee**

	Payroll Amount	Position Code	Step	Pay Level
Gross Earnings	7,136.80	TEACH 10	CLASS 4	10
Pension Deduction	(547.88)	TEACH 10	CLASS 4	10
STF Deduction	(72.10)	TEACH 10	CLASS 4	10
CPP Deduction	(335.95)	TEACH 10	CLASS 4	10
EI Deduction	(123.47)	TEACH 10	CLASS 4	10
Federal Tax Deduction	(936.31)	TEACH 10	CLASS 4	10
Sask. Tax Deduction	(587.63)	TEACH 10	CLASS 4	10
Group Life Deduction	(14.10)	TEACH 10	CLASS 4	10
ICP Deduction	(99.92)	TEACH 10	CLASS 4	10
<b>NET PAY</b>	<b>4,419.44</b>	<b>TEACH 10</b>	<b>CLASS 4</b>	<b>10</b>

STF – Saskatchewan Teachers’ Federation

CPP – Canada Pension Plan

EI – Employment Insurance

ICP – Income Continuance Plan