

LAST MOUNTAIN SCHOOL DIVISION NO. 29

LOCAL AGREEMENT

|                   |            |    |    |
|-------------------|------------|----|----|
| SOURCE            | FEDERATION |    |    |
| EFF.              | 01         | 01 | 85 |
| TERM.             | 31         | 12 | 85 |
| NO. OF EMPLOYEES  | 104        |    |    |
| NOMBRE D'EMPLOYÉS | 104        |    |    |

This agreement between the Board of Trustees of the Last Mountain School Division No. 29 and the Teachers of the Last Mountain Division Teachers' Association shall be effective from January 1st, 1985 and remain in effect up to and including December 31, 1985 or until such later date as another agreement is signed.

SECTION I TIME AND METHOD OF PAYMENT

All Teachers employed by the Last Mountain School Division shall be paid one-tenth of their annual salary on or before the 25th day of each month with the exception of December and June, when they shall be paid on the last teaching day of the month. The Board may at the end of each term withhold any amount not exceeding one monthly instalment of a teacher's salary until such time as the teacher submits to the Division such reports and returns as the Division may require. A salary advance of \$500.00 shall be paid to all teachers on or before the sixth teaching day and will be deducted in full from the end of the September regular salary cheque. Retroactive pay shall be paid on a separate cheque.

In the event that a teacher desires 12 equal payments and cannot make arrangements with their bank, the Division will assist the individual in obtaining such a service through a banking institution in Govan.

SECTION II SPECIAL ALLOWANCES

Teachers who are engaged in Supervisory, Consultative, Administrative and Itinerant duties and are not assigned to one specific school, may be classified annually by the Board in one of the following categories and shall receive the corresponding allowance per annum:

| <u>Category</u> | <u>Allowances</u> | <u>Category</u> | <u>Allowances</u> |
|-----------------|-------------------|-----------------|-------------------|
| 1               | \$ 250.00         | 10              | \$2,500.00        |
| 2               | 500.00            | 11              | 2,750.00          |
| 3               | 750.00            | 12              | 3,000.00          |
| 4               | 1,000.00          | 13              | 3,250.00          |
| 5               | 1,250.00          | 14              | 3,500.00          |
| 6               | 1,500.00          | 15              | 3,750.00          |
| 7               | 1,750.00          | 16              | 4,000.00          |
| 8               | 2,000.00          | 17              | 4,250.00          |
| 9               | 2,250.00          | 18              | 4,500.00          |

SECTION III SUBSTITUTE TEACHERS' PAY

A substitute teacher shall be paid at the rate of \$80.00 per day. If a substitute teacher teaches more than three consecutive days in the same position, then the daily salary payable after the three day period will be in accordance with his/her classification on the Provincial Salary Schedule, and he/she will receive full benefits of a regularly employed teacher. Leave without pay, not exceeding one day, granted to a substitute teacher shall not break continuity of service.

SECTION IV SABBATICAL LEAVE

1. Leave of Absence for one year may be granted for the purpose of improving capabilities or qualifications, in which case the Division Board shall assist the teacher in an amount of 60% to 80% of the basic salary the teacher would have received teaching during the period of leave.
2. To qualify for this award, the teacher must possess a minimum of a Standard Certificate beyond senior matriculation and his/her program must have been approved by the Director of Education of the Last Mountain School Division No. 29.
3. The teacher shall undertake in writing to return to the employment of the Division Board making the award for a period of at least two years immediately following the leave, and in the event of default, to refund the amount of the award as set out hereunder.
4. If the teacher fails to comply with the agreement referred to hereinbefore, he/she shall refund the money awarded to him/her together with interest at the preferred bank lending rate prevailing at the date of award. In the event there is a partial compliance as to time, the refund shall be the equivalent proportion of the amount of the award.
5. Should a teacher die while on Sabbatical Leave or during the period of commitment, there shall be no liability on any person for repayment of monies paid to the teacher while on such leave.
6. A teacher shall apply to the Division Board for the award no later than five months prior to the commencement date of such leave. The Division Board shall notify the teacher of its decision within six weeks of the final date for application and the teacher shall confirm his/her acceptance or rejection of the award within two weeks of being notified of it.
7. The teacher, upon his/her return to the school system, shall be placed in a position as may be agreed prior to the award. The leave of absence shall not be credited as experience for incremental purposes on the teacher's return to the system.
8. Should the teacher granted the award fail to successfully complete the educational program approved for the granting of this award, the teacher shall undertake to refund the amount of the award commencing one year following the date of his/her return at the preferred bank lending rate prevailing at the time of the award. Should the teacher successfully complete the educational requirements within the year prior to the date of repayment, such action will be deemed to have satisfied the conditions of the award.
9. Notwithstanding the foregoing, in the event of partial compliance with the program, the refund by the teacher to the Division Board will be proportionate to the degree of such compliance, and notwithstanding the provisions of paragraphs IV(3) to IV(7) as they relate to the undertaking by the teacher, to the return to the employ of the Division Board for a specified period of time, the Division Board may in its discretion waive such compliance on the part of the teacher in whole or in part.

SECTION V EDUCATIONAL LEAVE - SEMINARS. WORKSHOPS. CONFERENCES. ETC.

When approval by the Board is granted to teachers to attend seminars, workshops, conferences, etc., conduct research or to be involved for other related purposes, the teacher shall suffer no loss of pay through his/her absence from his/her duties in the school system. The teacher may be reimbursed for his/her actual expenses as stipulated by receipts and a mileage rate for miles driven at the same rate as applicable to other Division staff and Board members, whether incurred during the academic year **or** during the summer recess.

SECTION VI MATERNITY. PATERNITY AND ADOPTION LEAVE

1. Teachers shall on request be granted maternity leave as per The Labour Standards Act. Such notice to be submitted at least 4 weeks prior to the commencement of the Maternity Leave.
  - i. When a teacher is granted maternity leave the Board will notify the teacher of the number of teaching days she has accumulated with the Board.
2. The Board shall grant teachers adoption leave as per The Labour Standards Act, provided a written application is forwarded to the Division Office beforehand.
3. i. The Board shall grant teachers paternity leave as per The Labour Standards Act, provided a written application is forwarded to the Division Office beforehand.
  - ii. Paternity leave of one day with pay shall be granted upon request. This, may be extended.

SECTION VII BOARD OF REVIEW

- A. The Board of Review shall consist of three members of the Board of Education of the Last Mountain School Division **No.** 29 and three members of the Last Mountain Division Teachers' Local Negotiating Committee.
- B. Any problems with respect to salaries or employment arising from this or any other schedule shall be resolved by the Board of Review.
- C. A member of the Board of Education **shall** act as Chairman of the Board of Review.

In witness whereof the signing officers of the respective parties have set their hands at Govan, Saskatchewan, this 16 day of 11, 1981.

Signed on behalf of the Board of Education of the Last Mountain School Division No. 29:

Signed on behalf of the Last Mountain Division Teachers' Local Negotiating Committee:

[Signature]  
Chairman

[Signature]  
Chairman

[Signature]  
Witness

[Signature]  
Witness

LAST MOUNTAIN SCHOOL DIVISION NO. 29

POLICY BULLETIN

As in past years, the policy of the Board of Education of Last Mountain School Division No. 29 is open to discussion with representatives of the Last Mountain Division Teachers' Local Negotiating Committee and the Division Board upon request by either party and subject to agreement upon time and date of a joint meeting.

POLICY

1. PAYMENT OF MILEAGE AND OUT-OF-POCKET EXPENSES

All in-scope Supervisory, Consultative and Administrative personnel who in the course of carrying out their normal duties and with Board permission are allowed a mileage rate the same as is payable to Board Members and are also allowed normal out-of-pocket expenses. The above rates will also be applicable to teachers for expenses incurred during attendance at all meetings authorized by the Board, excluding Division Institutes and Conventions.

2. SPECIAL EVENTS ALLOTMENTS

A. The Division Board shall allot each school a sum of money as follows:

1. \$3.50 per student for Division I based on the number of students enrolled on January 1st of each year, plus an amount of \$400.00.
2. \$3.50 per student for Division II based on the number of students enrolled on January 1st of each year, plus an amount of \$400.00.
3. \$3.50 per student for Division III based on the number of students enrolled on January 1st of each year, plus an amount of \$300.00.
4. \$3.50 per student for Division IV based on the number of students enrolled on January 1st of each year, plus an amount of \$300.00.

B. Special events approved by the Board that are offered in central schools within the Division to which students from other schools must be transported will be given financial consideration and assistance above that of the regular special events allotments. (e.g. Globe Theater presentation).

C. Out-of-pocket expenses incurred by teachers involved with Board approved extra curricular activities will be paid out of a fund that will be set up in each school according to extra curricular programs offered. This fund will be determined as follows:

|                          |          |                        |         |
|--------------------------|----------|------------------------|---------|
| Cross Country            | \$ 55.00 | Junior Curling         | \$55.00 |
| Junior Boys' Volleyball  | 110.00   | Senior Curling         | 80.00   |
| Junior Girls' Volleyball | 110.00   | Junior Badminton       | 55.00   |
| Senior Boys' Volleyball  | 220.00   | Senior Badminton       | 80.00   |
| Senior Girls' Volleyball | 220.00   | Junior Boys' Fastball  | 55.00   |
| Soccer                   | 55.00    | Junior Girls' Fastball | 55.00   |
| Junior Boys' Football    | 55.00    | Senior Boys' Fastball  | 55.00   |
| Senior Boys' Football    | 220.00   | Senior Girls' Fastball | 55.00   |
| Junior Boys' Basketball  | 55.00    | Glee Club              | 55.00   |
| Junior Girls' Basketball | 55.00    | Drama                  | 55.00   |
| Senior Boys' Basketball  | 220.00   | Oratory                | 55.00   |
| Senior Girls' Basketball | 220.00   | Golf                   | 55.00   |

Each school will make application by December 1st and June 1st of each year for the grant they qualify for. If a Division League exists, a team must participate in League play to qualify for a grant in that particular activity.

D. All special events allotments must be fully documented and available for an annual audit.

### 3. ADMINISTRATION

A. In schools where no Vice-principal exists:

when a Principal is absent and an acting Principal is appointed by the Board, that person shall receive an allowance equal to the Principal's daily allowance. In the event that both persons are absent, then a third person, who is appointed by the Board, shall receive an allowance equal to the Principal's daily allowance.

B. In schools where a Principal and Vice-Principal exist:

when both the Principal and Vice-principal are absent from the school the Board may appoint a third person who may be paid an allowance equal to the Principal's daily allowance.

The payments referred to in this section are to be paid by December 31st and June 30th of each year.

### 4. EDUCATIONAL AWARDS

These awards will be granted on a highly selective basis and only when the classes taken are designed to improve the effectiveness of the teaching process. The Board will consider applications for awards and upon approval of same and following successful completion, shall award a teacher \$75.00 per semester hour for classes that require regular attendance and \$40.00 per semester hour for Correspondence Classes. The program is subject to approval of or upon request of the Last Mountain Division Director of Education. The applications are to be forwarded to the Division Board not later than May 1st of the year in which the Summer Session is to be held and the Board will notify the teacher at least one month prior to the commencement of the Summer Session of its decision. Applications for other classes should be sent as soon as possible and the Board will notify the teacher within one month after application of its decision. If an award of 8 or more semester hours is approved then the teacher shall undertake in writing to return to the employ of the Last Mountain Division Board for at least two years following completion of the program. If an award of less than 8 hours is approved then the teacher shall undertake in writing to return to the employ of the Last Mountain Division Board for at least one year following completion of the program, and in the even of default, will refund the amount of the award at the discretion of the Board.

### 5. GUIDELINES FOR EDUCATIONAL AWARDS, SEMINARS, CONFERENCES AND WORKSHOPS

Any teacher whose application for an educational award is not automatically approved has the right to appeal through the Board of Review. Application for Seminars, Conferences or Workshops require the written approval of the Principal of the school and should include, if possible (a) type of Seminar, Conference or

Workshop; (b) date; (c) location; (d) approximate expenses and (e) agenda.

An application along with cost estimates must be received and approved by the Board of Education prior to attendance. If prior Board approval was not received, the Board of Education may reject the application or restrict the amount of the award.

6. COMPASSIONATE LEAVE

Applications for compassionate leave with pay in case of critical illness or death are required in writing in duplicate. These are to be given to the Principal of the school and a decision will be reached by the Principal and the Subdivision member. Discretion will be used in reaching a decision and each application will be considered individually. One copy of the above application is to be forwarded to the Division Office by the Principal.

7. SPECIAL LEAVE

Without restricting the reasons for which leave may be granted, a teacher may be granted leave with full salary in respect of the following:

- (a) For absence from work for events considered acts of God or emergencies,
- (b) To attend important meetings of voluntary community organizations in which the teacher holds office.
- (c) To act as a delegate or other official at conventions or meetings of educational organizations.
- (d) To attend University Convocation or Post Secondary Graduation involving self, spouse, sons, daughters or parents.
- (e) To attend cultural or athletic activities at which the teacher's presence is required.
- (f) To act as a witness or juror.

Applications for special leave are to be given to the Principal and it is his/her duty to contact the Subdivision member and in consultation with him/her, a decision will be reached, prior to the actual special leave being taken. Applications for special leave are required in duplicate and one copy is to be forwarded to the Division Office by the Principal.

8. NOON HOUR SUPERVISION

Teachers who provide regular supervision shall be granted two days personal leave with pay per school year. These days may be accumulated to a maximum of six (6) days. This leave may be taken at any time during the school year. Unearned leave taken will be deducted. Principal's prior written approval shall be granted except under extenuating circumstances. Upon Notification from the teacher on or before December 1st or June 1st of the current school year, the Board of Education shall pay to the teacher on the next regular pay day a sum equivalent to the daily substitute teacher's pay times the total number of days of personal leave accumulated by the teacher in order to reduce the teacher's personal leave allotment to three (3) or less if requested. If a teacher has five (5) days or more accumulated on June 1st of any school year, the Board of Education shall pay to the teacher, the daily substitute rate times the total number of days of personal leave accumulated that exceeds three (3) days.

Teachers shall be awarded two tenths (2/10) of a day for each month of service for calculation of supervision leave. Temporary teachers shall be paid the appropriate amount at the time their contract terminates (expires).

9. LEAVE WITHOUT PAY

All requests for Leave Without Pay are to be submitted to the Principal of the school. Applications are required in duplicate and one copy is to be forwarded to the Division Office by the Principal. The application will be considered by the Principal and the Subdivision member and the decision will be reached. If they are unable to decide on an application, the Last Mountain Division Director of Education will be consulted. In case of an application for Leave Without Pay on behalf of the Principal, the application will be decided upon by the Subdivision member and the Last Mountain Division Director of Education. Any misunderstanding or conflict in this area will be submitted to the Division Board for their decision.

10. EMPLOYEE PORTION OF REDUCED UNEMPLOYMENT INSURANCE RATE

In compliance with the Federal Unemployment Insurance Act, 5/12 of the rate reduction is due to teachers. It has been agreed between the Board and the Local Negotiating Committee that the portion due the teachers of the Last Mountain Division will be payable to the Last Mountain Division Teachers' Association. In order to simplify recordkeeping, this payment will be made at the end of June and December each year.

11. TRANSFER EXPENSES

The Board may transfer a teacher from one school to another within the Division. When the Board does so and the teacher changes residence, the Board will pay the moving expenses for personal belongings. The payment of moving expenses does not apply to teachers whose jobs are redundant.

12. VACANCIES

A copy of all advertisements for teaching positions within the Division shall be sent to all school Principals for posting in the schools.

13. STAFF MEETINGS

One school day each month from September to June will be selected by the Principals' Group to enable each school to hold regular meetings after school classes. No other extra curricular activities will be scheduled on this day.

