

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

This Agreement made this 29th day of MARCH A.D. 1985.

BETWEEN :

The Board of Education for the Moose Jaw School Division No. 1 of Saskatchewan, hereinafter called "the Board"

\* and \*

The Bargaining Committee appointed by the Teachers of the Moose Jaw School Division No. 1 of Saskatchewan, hereinafter called "the Teachers"

SOURCE	Teacher Fed		
EFF.	01	01	84
TERM.	31	12	87
No. OF EMPLOYEES	293		
NOMBRE D'EMPLOYÉS	CALLURA		

This Agreement is negotiated in accordance with Section 231, The Education Act, 1978.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as are given to them in The Education Act, 1978.

The terms and conditions herein reduced to writing represent the whole Agreement negotiated by the parties and those, if any, prescribed by law.

SECTION I - SABBATICAL LEAVE

1.1 Sabbatical Leave is a leave of absence granted for a period not exceeding fourteen (14) months by the Board to a teacher. When a Sabbatical Leave is granted, it shall be granted (a) to a teacher who has been employed with the Board for at least three (3) years; (b) to pursue a course of studies, either academic or professional in nature, that has been approved by the Board; or (c) to undertake a travel tour approved by the Board; or (d) to undertake any other activity of an educational nature approved by the Board.

1.2 The following conditions shall apply to such leave:

1.2.1 The rate of pay during such leave shall be sixty (60) percent of the teacher's annual rate of pay at the time of the granting of such leave. The annual rate of pay of the teacher shall mean the teacher's rate of basic salary in effect on the last teaching day prior to the leave, excluding administrative or special allowances.

1.2.2 The teacher shall undertake two (2) years of return service.

1.2.3 All applications for such leave shall be made to the Board by March 1 or four (4) months prior to the proposed commencement of leave. All applicants shall be

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informed of the decision of the Board within six (6) weeks of the date of application, and the teacher **shall** confirm his **or** her acceptance or rejection of the leave within two (2) weeks following receipt of the decision from the Board.

- 1.2.3 Should the teacher fail to complete the educational program approved **as a** condition of the Leave, the teacher shall undertake to refund the full amount of the payments made to him **or** her under this section together with interest at the preferred bank lending rate prevailing at the time ~~the~~ leave was granted. The refunding shall commence no more than one (1) year following the date of the ~~teacher's~~ return to the employ of the Board. Notwithstanding the foregoing, in the event of partial completion of the approved program the Board may, at its discretion, waive in full or in part the repayment of funds paid under this section.
- 1.2.5 Should the teacher fail to comply with his or her' undertaking regarding return service, he or **she** shall refund the full amount of the payments made to him **or** her under this section together with interest at the preferred bank lending rate prevailing at the time the leave was granted. In the event there **was** a partial compliance regarding return service, the amount of the refund shall be determined on a pro rata basis. Notwithstanding the foregoing, the School Board **may**, at its discretion, waive compliance **by** the teacher in whole or in **part**.
- 1.2.6 Should a teacher die or be disabled to a degree that would render him **or** her unfit to return to teaching duties while on leave of absence under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding.
- 1.2.7 The teacher upon his **or** her return to the school system shall be placed in a position as mutually agreed by the teacher and the School Board prior to the award. However, should this position not exist upon his or her return, the Board shall offer another position comparable to the position he or she previously held. The leave of absence shall not be credited as experience for increment purposes on the ~~teacher's~~ return to service.
- 1.2.8 Where a leave of absence is granted under this section the teacher and the School Board shall execute an agreement incorporating the appropriate terms and conditions stated herein.



SECTION II • EDUCATIONAL LEAVE

2.1 For the purpose of this section, leaves shall be classified as long, medium, and short term. "Return service" shall mean the undertaking of the teacher to return to the employ of the School Board for a stated period of time immediately following the leave. "Annual rate of pay" shall mean the teacher's rate of basic salary in effect on the last teaching day prior to the leave, excluding administrative or special allowances.

2.2 Long Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of a year of university education, but not exceeding fourteen (14) consecutive months the following terms shall apply:

2.2.1 If the teacher has at least Class II standing for salary purposes, the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be within a range from two-fifths to three-quarters of the teacher's annual rate of pay. The teacher shall undertake two (2) years of return service.

2.2.2 If the teacher possesses a Saskatchewan Professional Teaching Certificate, and the leave is granted, in order that the teacher may obtain special qualifications designed primarily to satisfy a particular need in the school system administered by the School Board and the program is approved by the Director of Education, the rate of pay during the leave shall be within range from two-fifths to three-fourths of the teacher's annual rate of pay. The teacher shall undertake three (3) years of return service.

2.3 Medium Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of one semester of university education, but not exceeding six (6) consecutive months, the following terms shall apply:

2.3.1 If the teacher has at least Class II standing for salary purposes, the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be within a range from two-fifths to three-quarters of the teacher's annual rate of pay. The teacher shall undertake one (1) year of return service.

2.3.2 If the teacher possesses a Saskatchewan Professional Teaching Certificate, and the leave is granted in order that the teacher may obtain special qualifications designed primarily to satisfy a particular need for such qualifications in the school system administered by the School Board, and the program is approved by the Director of Education, the rate of pay during the leave shall be not less than three-quarters of the teacher's annual rate of pay. The teacher shall undertake two (2) years of return service.

#### 2.4 Short Term Leave

When leave is granted to a teacher for a term of one (1) month or less for the purpose of conducting research, acquiring information through visiting other school systems, attending educational conferences, contributing to the professional growth of a teacher, or other purposes related to the welfare of the school system, the teacher shall suffer no loss of pay during the period of absence. The teacher may be reimbursed for his or her actual expenses in carrying out the intent of the leave. The intent to reimburse the teacher shall be indicated by the Board prior to the leave. Return service will not be involved.

#### 2.5 General Conditions Applicable to Educational Leave

2.5.1 Should the teacher fail to successfully complete the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payments made to him or her under this section together with the interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no more than one (1) year following the date of the teacher's return to the employ of the School Board. Should the teacher successfully complete the educational requirements of the approved program during his or her first year of return service, such action will be deemed to have satisfied the conditions of the leave, and no repayment of funds will be required. Notwithstanding the foregoing, in the event of partial completion of approved program the School Board may, in its discretion, waive in full or in part the repayment of funds paid under this section.

2.5.2 Should the teacher fail to comply with his or her undertaking regarding return service, he or she shall refund the full amount of the payments made to him or her under this section with interest at the prime bank lending rate prevailing at the time the leave was granted. In the event there is partial compliance regarding return service, the amount of the refund shall be determined on a pro rata basis. Notwithstanding the foregoing, the School Board may, in its discretion, waive compliance by the teacher in whole or in part.

- 2.5.3 Except in the case of short term leave, a teacher shall apply for leave of absence under this section no later than four (4) months prior to the proposed commencement of the leave. The School Board shall notify the teacher within six (6) weeks of the final date for application, and the teacher shall confirm his or her acceptance or rejection of the **leave** within two (2) weeks of being notified of it.
- 2.5.4 Should a teacher die or be disabled to a degree that would render him or her unfit to return to teaching duties while on leave of absence under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding.
- 2.5.5 The teacher, upon his or her return of service to the school system, shall be placed in a position as mutually agreed by the teacher and the School Board prior to the award. However, should this position not exist upon his or her return, the School Board shall offer another position comparable to the position he or she previously held. Leave of absence shall not be credited **as** experience for incremental purposes on the teacher's return to the system unless the leave was initiated by the Board, nor shall it constitute a break in tenure.
- 2.5.6 Where leave of absence is granted under this section, the teacher and the School Board shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

2.6.1 Professional Development Advisory Committee

Notwithstanding anything hereinbefore contained, all applications for Sabbatical Leave and Educational Leave (excepting Short Term Leave) shall be submitted to a Professional Development Advisory Committee comprising of two (2) Teachers appointed by the Bargaining Committee appointed by the Teachers and three (3) Board members to recommend through the Director to the Board the applicants who will or will not receive such leaves.

- 2.6.2 Within **two (2)** weeks of receipt of an application for Sabbatical and Educational Leave (except Short Term Leave) the Director shall establish a date for a meeting of the Professional Development Advisory Committee to consider such application in accordance with Section 2.6.1.

- 2.6.3 If a teacher requests assisted leave under the provisions of clauses 2.2 or 2.3 in the form of a specific amount of money that does not fall within the range provided for in clauses 2.2.1 or 2.3.1, the Professional Development Committee may recommend that the teacher receive the amount requested or an alternate lesser amount the Committee deems adequate.



2.6.4 All decisions made by the Board on the Professional Development Advisory Committee's recommendations shall be sent to the applicants within seven (7) calendar days after the Board meeting at which the decision is made.

2.6.5 **Where** an application is recommended by the Professional Development Advisory Committee, but is rejected by the Board, a teacher will be given the opportunity to appeal the decision, in writing, within seven (7) days after notification by the Director.

2.7.1 Budgetary Provision

In order to provide for such leaves the Board shall budget the following amount:

- in 1984 for the 1984-1985 school year - \$35,000.00
- in 1985 for the 1985-1986 school year - \$35,000.00
- in 1986 for the 1986-1987 school year - \$35,000.00
- in 1987 for the 1987-1988 school year - \$35,000.00

SECTION III - SALARIES FOR SUBSTITUTE TEACHERS

3.1 Substitute teachers shall be paid at the rate of 1/200th of the minimum of Class II inclusive of holiday **pay** - as set out in the current Provincial Collective Bargaining Agreement.

3.2 After serving five (5) consecutive days in the same classroom, the substitute teacher shall be paid at the same rate he or she would be paid if hired as a temporary teacher while continuing to serve in such a classroom.

3.3 If the Director is aware that there will be a vacancy for more than twenty (20) days, a temporary contract shall be offered.

SECTION IV - TERM OF AGREEMENT

4.1 This contract shall become effective on January 1, 1984 and shall remain in effect to December 31, 1987 or until a date after December 31, 1987 when a new agreement between the Board and the teachers is adopted.

SECTION V - PAY PERIODS

5.1 Teachers shall be paid in ten (10) monthly payments, provided however, teachers shall have the option of **being** paid in twelve (12) monthly payments by notifying the School Board Office in writing prior to September 10 of the current year.

Teachers opting for twelve (12) monthly payments shall be bound by that option until the following September and shall

remain on the twelve (12) monthly payments unless they notify the School Board Office to the contrary prior to the 10th day of September of the subsequent year.

- 5.2 Teachers shall be paid their monthly salary on the second last teaching day of the month.

SECTION VI - SPECIAL ALLOWANCES

A. SUMMER SESSION AWARDS

- 6.1 An award of **\$250.00** may be granted annually to any teacher for an on campus summer or evening program (class) and \$150.00 for an off campus summer or evening program as approved by the Director of Education.
- 6.2 The teacher shall undertake in writing to return to the employ of the School Board for at least one (1) academic year immediately following the completion of the program, and in the event of default, to refund the amount of the award as set out hereunder.
- 6.3 The teacher shall submit application for this award to the School Board at least six (6) weeks prior to closing date for registration of the class and the School Board shall notify the teacher of its decision at least two (2) weeks prior to the date of closing of registration of the class.

B. TRAVEL AWARDS

- 6.5 When awards to teachers for the purpose of conducting research and acquiring information through attendance at conferences, visiting other school systems, and other related purposes approved by the Board are granted, the teacher shall suffer no loss of pay during his or her absence from duties in the school system. The teacher may be reimbursed for his or her actual expenses as stipulated by official receipts.

C. SUPERVISORY ALLOWANCES AND CONSULTATIVE ALLOWANCES

- 6.6.1 An employee of the Board who works as a staff member of a specific department and who, in addition, works in a consultative capacity with the teaching staff, parents or other professionals, shall be paid an allowance of two thousand (\$2,000.00) dollars per annum for consultants working full time and fifteen hundred (\$1,500.00) dollars per annum for consultants working half-time period.

D. NOON HOUR AND YARD SUPERVISION ALLOWANCES

- 6.8.1 That Policy #103-1 dated March 29, 1985 of the Board of Education of Moose Jaw School Division No. 1 of Saskatchewan shall be in full force and effect during the term of this agreement, notwithstanding any expiry date contained herein. It is agreed that either party may place on the negotiating table the terms of such policy at such time as any new or subsequent agreement between the parties is being negotiated.



SECTION VII - NEGOTIATION LEAVE

7.1 A teacher certified as a representative of the local bargaining committee shall suffer no loss in any salary for time necessarily absent from his or her regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings. The Board shall reserve the right to limit the number of teachers **to six (6)** at any one time.

SECTION VIII - MATERNITY LEAVE

8.1 Any female employee desiring leave of absence due to pregnancy shall be granted such leave without pay in accordance with the provisions **as** set out in the Labour Standards Act, as hereafter amended from time to time. In the event that a qualified Medical Practitioner advises the Employee to take an extended period of rest, then the Employee shall be granted further leave of absence.

8.2 Adoption Leave

A teacher who is adopting a child shall be granted adoption leave without pay subject to the conditions set out below:

8.2.1 Application for leave is to be made at or prior to the time that the teacher's application is accepted by an adoption agency.

8.2.2 The leave is to commence on a date mutually agreed to by the Board and the teacher, or immediately if a child becomes available for adoption.

8.2.3 The duration of the leave shall be six (6) weeks or less as mutually agreed by the teacher and the Board.

8.2.4 Upon return to service, the Board will make every effort to return the teacher to the teaching position held before such leave.

8.3 Paternity Leave

Male teachers shall be granted paternity leave without pay up to two (2) days to attend the birth of his child.

SECTION IX - RETIREMENT GRATUITY AND SERVICE ACHIEVEMENT BENEFIT

9.1 The retirement gratuity provisions in Section X and Section XI of the Employment Agreement between the Moose Jaw Public Board of Education and the Moose Jaw Public School Teachers effective July 1, 1966, and the service achievement benefit provisions in Section XII of the said agreement, shall continue to apply to teachers who were employed by the Moose Jaw Public Board of Education during the 1967-1968 school year and who had complied **with** the conditions contained in the said provisions, but shall

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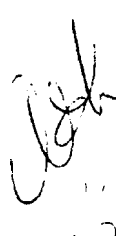


not apply to any teacher who commenced employment with the Moose Jaw Public Board of Education subsequent to June 30, 1968.

SECTION X - LEAVE OF ABSENCE

- 10.1 Leave of absence without pay may be granted to a teacher by the Board for a period not exceeding one (1) year, subject to the following conditions:
- 10.1.1 Except in the case of emergency, the teacher shall make application for the said leave of absence before April 1st of the year in which the leave is required. Such leave to commence on the following 1st day of July. The decision of the Board relative to granting the requested leave shall be made known by May 1st following the date of application.
  - 10.1.2 The teacher shall report to the Board at least two (2) months before the end of the school term during which the leave has been granted indicating whether the teacher will be returning to his or her teaching position at the beginning of the next school term.
  - 10.1.3 Subsequent to his or her return, placement of the teacher on the salary schedule shall be at the increment immediately above his or her last position on the schedule, subject to the Provincial Salary Agreement.
  - 10.1.4 Such teacher shall be granted leave on the understanding that he or she will spend this time in recuperating health, in travelling or improving professional standing, the manner of spending such time to be approved by the Director and ratified by the Board.
  - 10.1.5 The period of leave of absence may be extended by the Board from time to time, subject to its discretion.
  - 10.1.6 Persons on extended leave of absence (more than one (1) academic year) may return only when there is an opening or when the person may be placed without dismissing a teacher presently employed.
  - 10.1.7 Teachers who are members of civic boards, or councils, may be granted leave to attend conventions, committee meetings, or to act as a member of a delegation, for a period not exceeding three (3) days in each school year, the substitute teacher to be paid by the Board.

SECTION XI - UNEMPLOYMENT INSURANCE REBATE

- 11.1 The Board shall make application in each year during the continuance of this Agreement for a premium reduction pursuant to Section 64(4) of the Unemployment Insurance Act 1971 and shall remit to each teacher an amount equal to 5/12ths of such premium reduction applicable to teachers in its employ on the 31st day of December in the year in which such reduction in premium is granted.
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Signed on behalf of the  
Board of Education

Signed on behalf of the  
Teachers

*John S. Smith*

*Wm. H. Adams*

*Wm. H. Adams*

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\_\_\_\_\_

*Al. Haugstad*

*D. H. Hume*

*D. C. C. C.*

*H. M. H. H.*

*Wm. H. Adams*

SUPERVISION

During the term **of** the Collective Bargaining Agreement between the Board and ~~the~~ Bargaining Committee appointed by the teachers of the **Moose** Jaw School Division No. 1 of Saskatchewan, which agreement has an expiry date of December 31, 1987, and during any continuance of such agreement following its expiry date, it shall be the policy of this Board that supervision by teachers at noon hour or on playgrounds at recess or **at** noon shall be voluntary. When a teacher is requested to provide such supervision, and does provide such supervision, the teacher shall be paid the sum of \$10.00 for each hour, in excess of an average of one (1) hour every two (2) weeks, that such supervision is provided. The teachers shall be paid for such supervision for the pay periods ending on the last teaching day of December, March and June in the school year.

During the term or continuance of the said Collective Bargaining Agreement as aforesaid, it shall also be the policy of this Board that teachers shall be required, as part of their duty and responsibility, to provide supervision of students within the schools during recess periods **as** past practice, and that **a** teacher's salary shall constitute full compensation for such supervision.

The aforesaid teacher's Bargaining Committee shall, without reservation, encourage teachers to volunteer for playground supervision during recess periods and during noon hour periods.

Handwritten signature and date: "A. H. 30".

Moose Jaw, Saskatchewan  
March 29, 1985.

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LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

SOURCE	S.T.F		
EFF.	01	01	80
TERM.	31	12	83
No. OF EMPLOYEES	19 286		
NOMBRE D'EMPLOYES			

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

The Board of Education for the Moose Jaw School Division No. I of Saskatchewan, hereinafter called "the Board"

and

The Bargaining Committee appointed by the Teachers of the Moose Jaw School Division No. I of Saskatchewan, hereinafter called "the Teachers"

B

This Agreement is negotiated in accordance with Section 231, The Education Act, 1978.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as are given to them in The Education Act, 1978.

The terms and conditions herein reduced to writing represent the whole Agreement negotiated by the parties and those if any, prescribed by law.

SECTION I - SABBATICAL LEAVE

1.1 Sabbatical Leave is a leave of absence granted for a period not exceeding fourteen (14) months by the Board to a teacher. When a Sabbatical Leave is granted, it shall be granted (a) to a teacher who has been employed with the Board for at least three (3) years; (b) to pursue a course of studies, either academic or professional in nature, that has been approved by the Board; or (c) to undertake a travel tour approved by the Board; or (d) to undertake any other activity of an educational nature approved by the board.

1.2 The following conditions shall apply to such leave:

1.2.1 The rate of pay during such leave shall be sixty (60) per cent of the teacher's annual rate of pay at the time of the granting of such leave. The annual rate of pay of the teacher shall mean the teacher's rate of basic salary in effect on the last teaching day prior to the leave, excluding administrative or special allowances.

1.2.2 The teacher shall undertake to (2) years of return service.

1.2.3 All applications for such leave shall be made to the Board by March 1 or four (4) months prior to the proposed commencement of leave. All applicants shall be

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informed of the decision of the Board within six (6) weeks of the date of application, and the teacher shall confirm his or her acceptance or rejection of the leave within two (2) weeks following receipt of the decision from the Board.

- 1.2.4 Should the teacher fail to complete the educational program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payments made to him or her under this section together with interest at the preferred bank lending rate prevailing at the time the leave was granted. The refunding shall commence no more than one (1) year following the date of the teacher's return to the employ of the Board. Notwithstanding the foregoing, in the event of partial completion of the approved program the Board may, at its discretion, waive in full or in part the repayment of funds paid under this section.
- 1.2.5 Should the teacher fail to comply with his or her undertaking regarding return service, he or she shall refund the full amount of the payments made to him or her under this section together with interest at the preferred bank lending rate prevailing at the time the leave was granted. In the event there was a partial compliance regarding return service, the amount of the refund shall be determined on a pro rata basis. Notwithstanding the foregoing, the School Board may, at its discretion, waive compliance by the teacher in whole or in part.
- 1.2.6 Should a teacher die or be disabled to a degree that would render him or her unfit to return to teaching duties while on leave of absence under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding,
- 1.2.7 The teacher upon his or her return to the school system shall be placed in a position as mutually agreed by the teacher and the School Board prior to the award. However, should this position not exist upon his or her return, the Board shall offer another position comparable to the position he or she previously held. The leave of absence shall not be credited as experience for increment purposes on the teacher's return to service.
- 1.2.8 Where a leave of absence is granted under this section the teacher and the School Board shall execute an agreement incorporating the appropriate terms and conditions stated herein.

SECTION II - EDUCATIONAL LEAVE

2.1 For the purpose of this section, leaves shall be classified as long, medium, and short term. "Return service" shall mean the undertaking of the teacher to return to the employ of the School Board for a stated period of time immediately following the leave. "Annual rate of pay" shall mean the teacher's rate of basic salary in effect on the last teaching day prior to the leave, excluding administrative or special allowances.

2.2 Long Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of a year of university education, but not exceeding fourteen (14) consecutive months the following terms shall apply:

2.2.1 If the teacher has at least Class II standing for salary purposes, and the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be within a range from two-fifths to three-quarters of the teacher's annual rate of pay. The teacher shall undertake two (2) years of return service.

2.2.2 If the teacher possesses a Saskatchewan Professional Teaching Certificate, and the leave is granted in order that the teacher may obtain special qualifications designed primarily to satisfy a particular need in the school system administered by the School Board and the program is approved by the Director of Education, the rate of pay during the leave shall not be less than three-quarters of the teacher's annual rate of pay. The teacher shall undertake three (3) years of return service.

2.3 Medium Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of one semester of university education, but not exceeding six (6) consecutive months, the following terms shall apply:

2.3.1 If the teacher has at least Class II standing for salary purposes, and the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be within a range from two-fifths to three-quarters of the teacher's annual rate of pay. The teacher shall undertake one (1) year of return service.

- 2.3.2 If the teacher possesses a Saskatchewan Professional Teaching Certificate, and the leave is granted in order that the teacher may obtain special qualifications designed primarily to satisfy a particular need for such qualifications in the school system administered by the School Board, and the program is approved by the Director of Education, the rate of pay during the leave shall be not less than three-quarters of the teacher's annual rate of pay. The teacher shall undertake two (2) years of return service.

2.4

Short Term Leave

When leave is granted to a teacher for a term of one (1) month or less for the purpose of conducting research, acquiring information through visiting other school systems, attending educational conferences, contributing to the professional growth of a teacher, or other purposes related to the welfare of the school system, the teacher shall suffer no loss of pay during the period of absence. The teacher may be reimbursed for his or her actual expenses in carrying out the intent of the leave. The intent to reimburse the teacher shall be indicated by the Board prior to the leave. Return service will not be involved.

2.5

General Conditions Applicable to Educational Leave

- 2.5.1 Should the teacher fail to successfully complete the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payments made to him or her under this section together with the interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no more than one (1) year following the date of the teacher's return to the employ of the School Board. Should the teacher successfully complete the educational requirements of the approved program during his or her first year of return service, such action will be deemed to have satisfied the conditions of the leave, and no repayment of funds will be required. Notwithstanding the foregoing, in the event of partial completion of approved program the School Board may, in its discretion, waive in full or in part the repayment of funds paid under this section.
- 2.5.2 Should the teacher fail to comply with his or her undertaking regarding return service, he or she shall refund the full amount of the payments made to him or her under this section with interest at the prime bank lending rate prevailing at the time the leave was granted. In the event there is partial compliance regarding return service, the amount of the refund shall be determined on a pro rata basis. Notwithstanding the foregoing, the School Board may, in its discretion, waive compliance by the teacher in whole or in part.



- 2.5.3 Except in the case of short term leave, a teacher shall apply for leave of absence under this section no later than four (4) months prior to the proposed commencement of the leave. The School Board shall notify the teacher within six (6) weeks of the final date for application, and the teacher shall confirm his or her acceptance or rejection of the leave within two (2) weeks of being notified of it.
- 2.5.4 Should a teacher die or be disabled to a degree that would render him or her unfit to return to teaching duties while on leave of absence under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding.
- 2.5.5 The teacher, upon his or her return of service to the school system, shall be placed in a position as mutually agreed by the teacher and the School Board prior to the award. However, should this position not exist upon his or her return, the School Board shall offer another position comparable to the position he or she previously held. Leave of absence shall not be credited as experience for incremental purposes on the teacher's return to the system unless the leave was initiated by the Board, nor shall it constitute a break in tenure.
- 2.5.6 Where leave of absence is granted under this section, the teacher and the School Board shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

2.6.1

Professional Development Advisory Committee

Notwithstanding anything hereinbefore contained, all applications for Sabbatical Leave and Educational Leave (excepting Short Term Leave) shall be submitted to a Professional Development Advisory Committee comprising of two (2) Teachers appointed by the Bargaining Committee appointed by the Teachers and three (3) Board members to recommend through the Director to the Board the applicants who will or will not receive such leaves.

2.6.2

Within two (2) weeks of receipt of an application for Sabbatical and Educational Leave (except Short Term Leave) the Director shall establish a date for a meeting of the Professional Development Advisory Committee to consider such application in accordance with Section 2.6.1.

2.6.3

If a teacher requests assisted leave under the provisions of clauses 2.2 or 2.3 in the form of a specific amount of money that does not fall within the range provided for in clauses 2.2.1 or 2.3.1, the Professional Development Committee may recommend that the teacher receive the amount requested or an alternate lesser amount the Committee deems adequate.

2.7.1 Budgetary Provision

In order to provide for such leaves the Board shall budget the following amount:

- in 1980 for the 1980-1981 school year - \$30,000.00
- in 1981 for the 1981-1982 school year - \$35,000.00
- in 1982 for the 1982-1983 school year - \$40,000.00
- in 1983 for the 1983-1984 school year - \$35,000.00

SECTION THREE - SALARIES FOR SUBSTITUTE TEACHERS

- 3.1 Substitute teachers shall be paid at the rate of 1/200th of the minimum of Class II inclusive of holiday pay - as set out in the current Provincial Collective Bargaining Agreement.
- 3.2 After serving five (5) consecutive days in the same classroom, the substitute teacher shall be paid at the same rate he or she would be paid if hired as a temporary teacher while continuing to serve in such a classroom.
- 3.3 Nothing contained in Section 3.2 shall be construed to require any substitute teacher to refund any overpayment under an application of Clause 3.2.

SECTION IV - TERM OF AGREEMENT

- 4.1 This contract shall be come effective on January 1, 1980 and shall remain in effect to December 31, 1983, or until a date after December 31, 1983 when a new agreement between the Board and the Teachers is adopted.
- 4.2 Negotiations for the revisions of this Agreement shall commence no later than September 20, following the receipt by one party of a request for negotiations from the other party, in any one year.

SECTION V - PAY PERIODS

- 5.1 Teachers shall be paid in ten (10) monthly payments, provided however, teachers shall have the option of being paid in twelve (12) monthly payments by notifying the School Board Office in writing prior to September 10 of the current year.  
  
Teachers opting for twelve (12) monthly payments shall be bound by that option until the following September and shall remain on the twelve (12) monthly payments unless they notify the School Board Office to the contrary prior to the 10th day of September of the subsequent year.
- 5.2 Teachers shall be paid their monthly salary on the last teaching day of the month.

SECTION VI - SPECIAL ALLOWANCES

A. SUMMER SESSION AWARDS

- 6.1 An award of \$250.00 may be granted annually to any teacher for an on campus summer or evening program (class) and \$150.00 for an off campus summer or evening program as approved by the Director of Education.
- 6.2 The teacher shall undertake in writing to return to the employ of the School Board for at least one (1) academic year immediately following the completion of the program, and in the event of default, to refund the amount of the award as set out hereunder.
- 6.3 The teacher shall submit application for this award to the School Board at least six (6) weeks prior to closing date for registration of the class and the School Board shall notify the teacher of its decision at least two (2) weeks prior to the date of closing of registration of the class.

B. TRAVEL AWARDS

- 6.5 When awards to teachers for the purpose of conducting research and acquiring information through attendance at conferences, visiting other school systems, and other related purposes approved by the Board are granted, the teacher shall suffer no loss of pay during his or her absence from duties in the school system. The teacher may be reimbursed for his or her actual expenses as stipulated by official receipts.

C. SUPERVISORY ALLOWANCES AND CONSULTATIVE ALLOWANCES

- 6.6.1 The following allowance shall be payable as supervisory allowance for Department Heads (Music, Art, Physical Education, Pupil Personnel, Library):

1980 - \$3,750.00  
1981 - \$4,050.00

- 6.6.2 An employee of the Board who works as a staff member of a specific department and who, in addition, works in a consultative capacity with the teaching staff, parents, or other professionals, shall be paid an allowance of one thousand (\$1,000.00) dollars per annum.

D. NOON HOUR AND YARD SUPERVISION ALLOWANCES

- 6.8.1 Where a teacher is requested and indeed volunteers to provide noon hour or playground supervision during any pay period as defined in this paragraph, and does in fact volunteer to provide noon hour and yard supervision, then in such event, such teachers shall be paid for each hour in excess of an average of one (1) hour every two (2) weeks the sum of \$6.50.

- 6.8.2 Pay periods of noon hour supervision and/or yard supervision shall be on the last teaching day of December, March and June.

SECTION VII - NEGOTIATION LEAVE

- 7.1 A teacher certified as a representative of the local bargaining committee shall suffer no loss in any salary for time necessarily absent from his or her regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings. The Board shall reserve the right to limit the number of teachers to six (6) at any one time.

SECTION VIII - MATERNITY LEAVE

- 8.1 Any female Employee desiring leave of absence due to pregnancy shall be granted such leave without pay in accordance with the provisions as set out in the Labour Standards Act, as hereafter amended from time to time. In the event that a qualified Medical Practitioner advises the Employee to take an extended period of rest, then the Employee shall be granted further leave of absence.

8.2 Adoption Leave

A teacher who is adopting a child shall be granted adoption leave without pay subject to the conditions set out below:

- 8.2.1 Application for leave is to be made at or prior to the time that the teacher's application is accepted by an adoption agency.
- 8.2.2 The leave is to commence on a date mutually agreed to by the Board and the teacher, or immediately if a child becomes available for adoption.
- 8.2.3 The duration of the leave shall be six (6) weeks or less as mutually agreed by the teacher and the Board.
- 8.2.4 Upon return to service, the Board will make every effort to return the teacher to the teaching position held before such leave.

8.3 Paternity Leave

Male teachers shall be granted paternity leave without pay up to two (2) days to attend the birth of his child.

SECTION IX - RETIREMENT GRATUITY AND SERVICE ACHIEVEMENT BENEFIT

- 9.1 The retirement gratuity provisions in Section X and Section XI of the Employment Agreement between the Moose Jaw Public Board of Education and the Moose Jaw Public School Teachers effective July 1, 1966, and the service achievement benefit provisions in Section XII of the said agreement, shall continue to apply to teachers who were employed by the Moose Jaw Public Board of Education during the 1967-1968 school year and who had complied with the conditions contained in the said provisions, but shall

not apply to any teacher who commenced employment with the Moose Jaw Public Board of Education subsequent to June 30, 1968.

SECTION X - LEAVE OF ABSENCE

- 10.1 Leave of absence without pay may be granted to a teacher by the Board for a period not exceeding one (1) year, subject to the following conditions:
- 10.1.1 Except in the case of emergency, the teacher shall make application for the said leave of absence before April 1st of the year in which the leave is required. Such leave to commence on the following 1st day of July. The decision of the Board relative to granting the requested leave shall be made known by May 1st following the date of application.
  - 10.1.2 The teacher shall report to the Board at least two (2) months before the end of the school term during which the leave has been granted indicating whether the teacher will be returning to his or her teaching position at the beginning of the next school term.
  - 10.1.3 Subsequent to his or her return, placement of the teacher on the salary schedule shall be at the increment immediately above his or her last position on the schedule, subject to the Provincial Salary Agreement.
  - 10.1.4 Such teacher shall be granted leave on the understanding that he or she will spend this time in recuperating health, in travelling or improving professional standing, the manner of spending such time to be approved by the Director and ratified by the Board.
  - 10.1.5 The period of leave of absence may be extended by the Board from time to time, subject to its discretion.
  - 10.1.6 Persons on extended leave of absence (more than one academic year) may return only when there is an opening or when the person may be placed without dismissing a teacher presently employed.
  - 10.1.7 Teachers who are members of civic boards, or councils, may be granted leave to attend conventions, committee meetings, or to act as a member of a delegation, for a period not exceeding three (3) days in each school year, the substitute teacher to be paid by the Board.

SECTION XI - UNEMPLOYMENT INSURANCE REBATE

- 11.1 The Board shall make application in each year during the continuance of this Agreement for a premium reduction pursuant to Section 64(4) of the Unemployment Insurance Act 1971 and shall remit to each teacher an amount equal to 5/12ths of such premium reduction applicable to teachers in its employ on the 31st day of December in the year in which such reduction in premium is granted.

Signed on behalf of the  
Board of Education

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Signed on behalf of the  
Teachers

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