

ASSISTANT TEACHERS—COUNCIL SCHOOLS.

This Agreement made the seventh day
of July, 1936, between the
Lord Mayor, Aldermen, and Citizens of the County Borough of York
being the Local Education Authority for the said County Borough
(hereinafter called "The Local Education Authority") by GEORGE
HENRY GRAY their Secretary for Education (hereinafter called "The
Officer of the Authority") of the one part, and
Frances Mary Isabella Fenby
of 20 North Parade, Bootham, York
(hereinafter called "The Assistant Teacher") of the other part.

Witnesseth that the Local Education Authority agree to engage the
Assistant Teacher from and after the first day
of March, 1936, in full time service, and
exclusively in the capacity of a Teacher, to assist in teaching in one or other of
the Public Elementary Schools provided by the Local Education Authority, and
the Assistant Teacher agrees with the Local Education Authority to accept such
appointment, subject to the following conditions:—

I. The Assistant Teacher shall attend at such School as may be from
time to time appointed by the Local Education Authority regularly and punctually
every time that the School is opened as a Public Elementary School, and shall
afford every assistance to the Head Teacher in conducting and managing the
said School, and shall diligently teach such classes as may be from time to time
committed to his or her care by the Head Teacher.

II. The Assistant Teacher shall regularly and carefully keep all such registers and accounts as are committed to his or her care by the Head Teacher, and shall afford all necessary assistance to the Head Teacher in preparing the returns required by the Board of Education and by the Local Education Authority.

III. The Assistant Teacher shall at all times act under the direction of the Head Teacher, and shall strictly adhere to the Regulations made from time to time by the Local Education Authority.

IV. The Assistant Teacher shall not be required to perform any duties except such as are connected with the work of a Public Elementary School or to abstain outside the School hours from any occupations which do not interfere with the due performance of his or her duties as Teacher of a Public Elementary School, or with the instruction of Pupil Teachers, if the Assistant Teacher is required to give such instruction.

V. The Local Education Authority agree to pay to the Assistant Teacher a salary in accordance with their Scale and Regulations for the time being in force, payable by equal monthly instalments.

Provided that payment of salary during periods of absence due to sickness or other causes shall be made in accordance with the Regulations of the Local Education Authority for the time being in force.

VI. This engagement shall be terminable by a written notice of one calendar month, dating from the last day of a month, given by either party to the other. Such notice, if given by the Local Education Authority, shall be sufficient if sent by the Officer of the Authority to the last known address of the Teacher, and if given by the Teacher shall be delivered to the Officer of the Authority. If the Assistant Teacher shall leave the said School before the expiration of such notice, he or she shall receive payment only for services rendered

up to and including the last day on which he or she attended school duties ; and further, if such leaving be without the consent of the Local Education Authority, he or she shall pay to the Local Education Authority as liquidated damages an amount equal to the calculated salary for the period of notice remaining unserved.

If the Assistant Teacher shall give such notice during the first year of his or her engagement under this Agreement, and any portion of the period covered by such notice shall fall within the fixed holidays at Easter, Whitsuntide, Midsummer, Autumn, or Christmas, the Local Education Authority shall have power to deduct a proportionate part of the salary of the Assistant Teacher for such portion of the said period.

VII. The Assistant Teacher shall have the right of a personal hearing with the assistance of a friend if so desired should he or she be threatened with dismissal.

As Witness the hands of the said parties the day and year first hereinbefore written.

Witness to the signing hereof by the said

ASSISTANT TEACHER,

M. J. Fenby

F. M. I. FENBY

6d.

(Assistant Teacher).

Witness to the signing hereof by the said

GEORGE HENRY GRAY,

STAMP
G. H. GRAY

(Secretary for Education).

Wm A. Jagger,

Education Offices,

York.

(N.B.—THE AGREEMENT WHEN COMPLETED SHOULD BE FORWARDED TO THE OFFICE OF THE LOCAL EDUCATION AUTHORITY, TO BE FILED WITH THE SCHOOL PAPERS. A COPY WILL BE FURNISHED TO THE TEACHER).

CITY OF YORK

SICK ALLOWANCE REGULATIONS

adopted by the Council on the 7th day of December, 1931,
to come into force on the 1st day of January, 1932

1. An officer who is absent from duty on account of personal illness, not arising from the officer's misconduct or fault is entitled, subject to the conditions and qualifications following, to sick allowance during such absence for the periods and at the rates shewn below :—

(a) Completed years of service on the first day of absence.	(b) Full Salary (months). Half Salary (months).	(c) Maximum period of sick payment in any four consec- utive years commencing on the 1st April. (months).
0—2	1 followed by 1	2
3—5	2 " " 2	4
6—10	3 " " 3	6
11—15	3 " " 6	9
over 15	4 " " 8	12

No payment to be made to an officer who is absent between the date of his appointment and the first day of April next ensuing.

This regulation shall not apply in the case of a teacher should he have served under another Education Authority for a period of not less than 12 months.

No payment to be made in respect of a period during which an officer may be absent due to injuries received by accident not arising out of or in the course of his employment where such injury or accident is caused by his own negligence or in respect of which he may receive compensation from an Insurance Company or in respect of which a reasonable person would usually have effected an insurance himself, e.g. motoring accident to the driver of a motor car or motor cycle.

Benefit receivable under the National Health Insurance Acts (whether actually paid or not) will be deducted from the salary (N.B.—The City Treasurer may allow 6 days' grace instead of 3 days, that is 3 days in addition to the preliminary 3 days under the National Health Acts, in any case where he considers it fair to do so).

Meaning of 'Day.'

2. In calculating the allowance for part of a month absence shall be counted only in respect of working days during the whole of which the officer is absent, and in aggregating broken periods twenty-eight working days shall be deemed to be one month. Where in any case it becomes necessary to make a deduction from salary a day's salary shall be reckoned as one twenty-eighth part of a month's salary.

Notification of Absence from Duty.

3. All cases of absence from duty owing to illness, or from any other cause, must be reported at once by the officer or Head Teacher to the Head of the Department. The Head of the Department shall on the last day of each month report such case to the City Treasurer, with appropriate medical certificates.

Medical Certificates.

4. It is a condition of the payment or continuance of sick allowance that the officer shall, in the first week of absence, and thereafter weekly if required, furnish to the Head of his Department a Medical Certificate satisfactory to the Committee, stating that the officer is unfit for duty through illness, the nature of the illness and its probable duration; also that the officer shall submit, whenever required, to an examination by the Medical Officer of Health, the School Medical Officer, or a Medical Practitioner appointed by the Committee. The officer's own Medical Practitioner may attend this examination.

Report of Absence.

5. The City Treasurer shall report to the Committee concerned the absence of any officer for a period or periods of more than one month in all during the preceding twelve months.

Continued Sickness.

6. When an officer has been absent on sick leave for one month after exhausting his right to sick allowance, the City Treasurer shall so report to the officer's Committee who shall consider whether his appointment shall be determined and either pass a resolution to that effect or adjourn consideration of the matter for a period not exceeding two months.

Infectious Disease and Accident.

7. If the Committee are satisfied that any absence is caused by infectious disease contracted, or accident sustained, by the officer during and arising out of the officer's work as such, full salary less weekly payments under the Workmen's Compensation Acts or National Health Insurance Acts will be paid during the absence, and it will not be counted as absence on sick allowance under these regulations.

Interpretation of Terms.

8. Service in these regulations means service under the York Corporation, Education Committee, Board of Guardians or Out-Relief Union, or as a teacher in a public elementary or recognised secondary school, whether past or future, or past service in similar work under a Local Authority.

Month means calendar month.

A month's salary means one-twelfth of the yearly salary, with emoluments.

Half salary means half cash salary but where emoluments are lost the value of the emoluments shall be added to the salary.

Absence means absence from duty occasioned by the officer's personal illness.

9. These regulations apply to all employees other than those paid by the hour except the members of the Police Force and employees of the Mental Hospital. Any exception to this regulation must be made by resolution of the Salaries Committee.

To Whom Regulations Apply.

10. Nothing in these regulations shall prevent the Council from determining an appointment at any time.

Saving Clause.

11. Exceptional and doubtful cases shall be submitted to the Council by the Salaries Committee after consideration of a report by the Committee concerned, or of an application by or on behalf of an employee.

Exceptional Cases.

SCHOOL TEACHERS. MODIFICATION OF REGULATIONS.

12. The application of these regulations to school teachers shall be subject to the following modification and to the provisions of regulations Nos. 13, 14, and 15.

School Teachers

Regulation 1 shall read:—

Years of service	Full salary	Half salary	Maximum period
11 and over	3 months	6 months	9 months

13. Illness during the Summer or Christmas Holidays is not counted as absence under these regulations, provided the teacher is entitled to payment thereunder, but absence extending over Saturday, Sunday, or other school holidays is so counted. If a teacher becomes fit for duty during any such last-mentioned holiday, the Committee must be satisfied of it by Medical Certificate or otherwise before the absence can be regarded as terminated and working salary resumed.

Calculation of Length of Absence.

14. A teacher absent from duty immediately preceding the Summer or Christmas Holidays shall receive sick allowance during the vacation at the same rate as paid to him prior to the holidays, provided he is entitled to payment under these regulations, but he shall be entitled to full pay on production of a Medical Certificate that he is fit for duty.

Payment During Vacation.

15. In case of infectious disease occurring in a teacher's household, he shall, if required, at his own expense take lodgings elsewhere, or adopt such other precautions as the Committee may require. If he shall be excluded from school (though not ill himself) on account of exposure to infection, not caused by neglect of such required precautions, he shall receive full salary during such exclusion.

Infectious Disease.

Revised to Oct. 1st, 1934.

Education Committee.