

## Policy 17

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### SENIOR ADMINISTRATIVE STAFF

The senior administrative staff of the Division shall consist of:

- Director
- Superintendents of Education
- Secretary Treasurer
- Assistant Secretary Treasurer
- Superintendent of Facilities
- Human Resource Manager

Specifically:

1. The recruitment and appointment for the above positions are determined by the Director in consultation with the Board, in accordance with Board Policy #16.
2. The Director will establish and maintain a position description for each senior administrative staff member.
3. General Responsibilities and Expectations

In general, the responsibilities of each senior staff member are defined by the role description for each position, by legislation and by this administrative procedure.

- 3.1 It is the responsibility of the Director to supervise and to direct the activities of the senior staff within the parameters of the responsibilities and expectations outlined in the position description.
  - 3.2 As part of each successive appraisal activity, the Director, in collaboration with each senior staff member, shall detail specific target performance expectations, and these shall become a part of each written performance evaluation.
    - 3.2.1 The Director will provide to the Board a written report on senior staff members at the regular August meeting every three (3) years. Unscheduled evaluations of senior staff may be completed and presented at the Director's discretion.
  - 3.3 The senior staff are responsible to the Director on a day-to-day basis and are expected to report to the Director as required.
4. Relationship to School Community Councils
    - 4.1 The Division values its School Community Councils, its senior staff, and the effectiveness of collaborative, open and appropriate communications between these two valued groups.
    - 4.2 Senior staff members are required to assist School Community Councils when a specific need or issue arises. Senior staff members do not report to School Community Councils, but rather function as consultants or advisors.

## 5. Salaries

### 5.1 Salary Scale Adjustment

The Board is responsible for establishing and once every three (3) years making any adjustments to the Senior Staff Salary Scale. Adjustments to the salary range may include, but are not limited to the following criteria:

5.1.1 Board financial capacity (i.e. Boards "ability to pay").

5.1.2 General wage adjustments as applied by other comparable employers in the market.

### 5.2 Cost of Living Salary Scale Adjustment

The Board may annually adjust the Senior Staff Salary Scale upwards by a comparable economic adjustment tied to the Saskatchewan Consumer Price Index or some other reasonable measure. This adjustment will depend on the organization's financial capacity at that given time.

### 5.3 Step Increment

A step increment is a permanent adjustment to an employee's regular salary within the salary scale applicable to the position occupied by the employee. Step increments will be effective September 1 of each year.

### 5.4 Salary Payment

The annual salary shall be paid in monthly installments not later than the last working day of each month.

## 6. Working Conditions and Benefits

### 6.1 Hours of Work

While the working hours for senior staff will coincide in a general way with the hours during which the Division Office is open, it is recognized that workloads and travel will necessitate major deviations on many occasions. Senior staff are not eligible for overtime pay.

### 6.2 Vacation Leave

#### 6.2.1 Entitlement

Senior staff shall be entitled to:

6.2.1.1 Four (4) weeks of annual vacation for the first year of service and for every year of service thereafter for the first five (5) years of employment.

6.2.1.2 Five (5) weeks of annual vacation after the first five (5) years of employment.

6.2.1.3 Six (6) weeks of annual vacation after the first ten (10) years of employment.

When a senior staff employee works for the Division for less than one (1) year the employee's vacation for that year shall be prorated based on percentage of full time equivalent regular hours worked.

#### 6.2.2 The Vacation Year

The vacation year shall commence on January 1 and end on December 31.

When employment commences at a time other than January 1, the vacation shall be prorated from the time of employment to January 1 next.

6.2.3 Authorization of Vacations

To ensure an acceptable staff complement in the office at all times, all vacation dates are to be authorized in advance of the leave by the Director or designate.

6.2.4 Carry-Over

Senior staff will use their vacation leave entitlement during the year in which it is earned.

Senior staff may carry over up to ten (10) days of annual vacation leave upon the written authorization of the Director or designate. Vacation leave carried over must be used before August 31 of the following year.

6.3 Sick Leave

6.3.1 Sick leave is defined as the period of time an employee is absent from work with pay by virtue of personal sickness or disability or because of an accident for which compensation is not payable under the Workers' Compensation Act or the Automobile Accident Insurance Act.

6.3.2 Senior staff shall be entitled to paid sick leave at the rate of 1¼ days for each month of continuous service. The unused portion of an employee's sick leave credits shall accumulate to a maximum of two hundred and thirty-five (235) days. Days of sick leave shall accrue during periods of paid leave, but not during any other leave, and absence due to sick leave shall not be regarded as a break in service. Unused sick leave shall have no value at the time employment is terminated.

6.3.3 When sick leave is taken, the employee shall notify the Director or designate.

6.3.4 The Director or the Board may at its discretion request a medical certificate in a form satisfactory to the Division from the employee and/or from a Division appointed medical doctor to support the employee's claim for sick leave.

6.4 Education Leave

6.4.1 Senior staff with two (2) or more continuous years of service with the Division may apply to the Board for leave for up to twelve (12) months for the purpose of attending regular sessions at an approved post-secondary educational institution for the purpose of furthering the employee's education or other such reasons as may be approved by the Board.

6.4.2 The Board may in its absolute discretion, provide a grant to the employee in an amount to be agreed upon between the Board and the employee on the following conditions:

6.4.2.1 The employee shall, if such leave is granted, return to the employment with the Division for a minimum of two (2) years following such a leave.

6.4.2.2 In the event the employee fails to return for such period of time, the employee shall pay to the Division the amount of grant received by the employee from the Division for the purpose of the leave, prorated to the un-served portion of the two (2) year period.

- 6.4.2.3 If the Board terminates the employment of the employee without cause, the employee shall not be required to repay the grant.
- 6.4.2.4 In the case of just dismissal the amount shall remain repayable by the employee.
- 6.4.2.5 The employee shall provide to the Division a promissory note as security for the payment of the amounts that become payable.
- 6.4.2.6 Benefits shall be paid while on leave and sick leave and vacation will accrue.

## 6.5 Leave Without Pay

Any requests for leaves of absence without pay shall be made in writing and submitted to the Board and the Board's decision with respect to such requests shall be discretionary and final.

## 6.6 Insured Benefit Plans

- 6.6.1 Senior staff shall, if they meet the eligibility criteria as established by the Municipal Employee's Superannuation Act or the Teacher's Superannuation Act, become a participant in the appropriate plan on the effective date after commencement of employment.
- 6.6.2 Senior staff shall if they meet the eligibility criteria as established by the Saskatchewan School Boards Association become a participant in the plan as established by the Board and the Board shall pay the premiums for any programs there under.

## 6.7 Other Leaves and Allowances

Senior staff shall be entitled to any allowances and leaves set out in this and other Board policies where it is stated that such terms apply to senior staff.

## 7. Probationary Period

- 7.1 The Division, in carrying out its commitments in a responsible way, believes that the probationary period serves the legitimate interests of the Division and the employee by ensuring new employees are competent, compatible and suitable for the work in which they have been hired.
- 7.2 Senior staff will serve a probationary period of one (1) year. In the probationary period, staff performance will be evaluated in accordance with the Performance Evaluation procedure as described below.
- 7.3 Notwithstanding any policy regarding termination of employees, if for any reason whatsoever as a result of any review the Board determines that an employee is unsatisfactory to the Board, the Board may, prior to the end of the probationary period provide written notice to the employee that the Board no longer wishes to employ the employee and the Board shall pay to the employee, in lieu of notice of termination of the employment contract, a sum of money equal to twelve and a half percent (12.5%) of the annual salary of the employee.
- 7.4 If no such evaluation is conducted and/or no such notice is provided to the employee during the probationary period, the employee shall be considered as a continuing employee as of the termination of the probationary period.

7.5 The Board may, at its option and with written notice to the employee within the probationary period, extend the probationary period of the employee by a further six (6) months.

## 8. Termination of Employment

8.1 The employment of a senior staff employee may be terminated in any one (1) if the following ways:

8.1.1 At any time by mutual consent in writing.

8.1.2 By the employee providing the Board with sixty (60) days written notice of termination.

8.1.3 By the Board in its absolute discretion and for any reason.

8.1.3.1 On the giving of one (1) month written notice to the employee for each year that the employee has been employed by the Division providing that the minimum amount of notice shall be two (2) months and the maximum shall be twelve (12) months and the Board may relieve the employee of duties for the notice period;  
or

8.1.3.2 On paying the employee the equivalent termination pay in lieu of the above notice.

8.1.4 By the Board at any time for cause.

8.2 Any notice of termination by the Board shall state the reasons for the termination and shall within fifteen (15) days of the date of the notice provide an opportunity for the employee to appear before the Board to discuss the reason for the termination and shall provide the employee with at least one (1) week notice of the date, time and place of the hearing.

8.3 The change of employers from the Division to another Division because of amalgamation shall not be deemed a termination of employment of the employee and this contract shall continue in effect after such change of employers until termination in accordance with the terms of this agreement by the successor Board.

8.4 Notwithstanding the foregoing, the parties agree that this agreement shall terminate automatically upon the date that the employee no longer holds the qualifications to occupy that position or upon the date the employee's membership in the League of Educational Administrators, Directors, and Superintendents is suspended or cancelled, with respect to the positions of Director and Superintendent of Education.

## 9. Legal Review of Employment Contract

9.1 Senior staff are encouraged to seek independent legal advice before signing the acceptance of the offer of employment with the Division.

9.2 Senior staff may seek advice from a solicitor of their choice and the Division shall reimburse the employee for such advice received to a maximum of one hundred and fifty dollars (\$150.00).

Reference: Sections 85, 87, 108, 109, 110, 112, 113, 114, 115, 116, 174, 175 Education Act  
Sections 7, 15 Education Regulations