

VACATION MODEL LANGUAGE

Definition

All employees shall be entitled to annual vacation as follows:

Less than one year of service	1 1/4 days per month
One or more years of service	4 weeks
In the 6 th year of service	5 weeks
In the 15 th year of service	6 weeks
In the 21 st year of service	6 weeks plus 1 day
In the 22 nd year of service	6 weeks plus 2 days
In the 23 rd year of service	6 weeks plus 3 days
In the 24 th year of service	6 weeks plus 4 days
In the 25 th and subsequent years of service	7 weeks

Scheduling

- a) All vacations shall be granted for the period preferred by each employee, or at such time as may be mutually agreed upon by the Employer and the Employee. Employees should normally receive a response to their request for vacation leave within five (5) working days.
- b) Employees may carry-over a maximum of five (5) days vacation per year. Under exceptional circumstances, employees may carry-over additional days with the approval of the Employer.
- c) Upon termination, any unused vacation time will be paid to the Employee based on their total earnings.

Vacation Pay

Ten-Month Employees

Vacation pay shall be included in every pay cheque and shall be calculated as follows:

$$\text{Monthly Vacation Pay} = \frac{\text{Number of Days of Annual Vacation} \times \text{Number of Hours per Normal Work Day} \times \text{Current Rate of Pay}}{10 \text{ months}}$$

Bus Drivers

The Board will calculate the paid holiday pay entitlement on the combination of the daily rate plus the daily kilometer rate per driver.

Vacation Cancellation

In the event that an employee is hospitalized, quarantined or confined under medical care due to serious illness or injury during annual vacation period, the time spent in hospital, quarantine or confinement shall not be considered to be part of the vacation period, but shall be deemed to be sick leave and shall be charged against the employee's sick leave credit. The additional days

required to complete the vacation entitlement shall be provided at a mutually agreed time during the year of entitlement or the appropriate payment shall be made in lieu. The onus will be on the employee to provide written proof of either the illness or the injury which required hospitalization, quarantine or confinement and the fact that hospitalization, quarantine or confinement occurred as a result.

Notice

It is further agreed that this Article shall serve as notice as prescribed by *The Labour Standards Act* of entitlements of vacations pursuant to Article 13.10 entitled "Annual Vacations".

BEST EXISTING LANGUAGE

L5506 - PRAIRIE SOUTH SCHOOL DIVISION

Twelve Month Employees

- d) Employees in this Article mean all twelve (12) month employees.
- e) Annual vacations shall be allotted as follows:
 - i) All employees shall be entitled to three (3) weeks vacation with pay per annum for each one (1) year's cumulative service until the end of the fifth (5th) year of service.
 - ii) All employees shall be entitled to four (4) weeks vacation with pay per annum for the sixth (6th) year of cumulative service until the end of the fifteenth (15th) year of service.
 - iii) All employees shall be entitled to five (5) weeks vacation with pay per annum for the sixteenth (16th) year of cumulative service until the end of the twentieth (20th) year of service.
 - iv) All employees shall be entitled to six (6) weeks vacation with pay per annum for the twenty-first (21st) year of cumulative service and each year thereafter.
- f) All vacations shall, whenever conveniently possible, be granted for the period preferred by each employee, or at such time as may be mutually agreed upon by the Employer and the Employee. Request for vacation leave should normally be submitted four (4) weeks in advance. For vacations that occur during July and August, notification of such must be made by May 31st. Employees should normally receive a response to their request within five (5) working days.
- g) Employees may carry-over a maximum of five (5) days vacation per year. Under exceptional circumstances, employees may carry-over additional days with the approval of the Superintendent of Human Resources.

- h) Present employees of Prairie South School Division shall carry forward their dates used for vacation entitlement from their legacy school division or Prairie South School Division as appropriate.
- i) New employees hired after the signing date of this agreement, shall have their seniority date used to establish their effective date for vacation entitlement.
- j) Upon termination, any unused vacation time will be paid to the Employee based on their total earnings.

Ten Month Employees

- a) Vacation pay shall be included in every pay cheque and shall be calculated as follows:
 - All employees shall be paid 3/52nd of the Employee's earnings in lieu of vacation with pay up until the end of the fifth (5th) year of service.
 - All employees shall be paid 4/52nd of the Employee's earnings in lieu of vacation with pay for the sixth (6th) year of cumulative service and each year thereafter until the end of the fifteenth (15th) year of cumulative service.
 - All employees shall be paid 5/52nd of the Employee's earnings in lieu of vacation with pay for the sixteenth (16th) year of cumulative service and each year thereafter until the end of the twentieth (20th) year of cumulative service.
 - All employees shall be paid 6/52nd of the Employee's earnings in lieu of vacation with pay for the twenty-first (21st) year of cumulative service and each year thereafter.
- b) Vacation pay for 10 month Administrative Assistants, School Assistants, Educational Assistants, Permanent Part-time Employees, Student Employees, and Casual Employees will be calculated and paid out on every normal pay cheque.
- c) A cumulative year of service for 10 month Administrative Assistants, School Assistants and Educational Assistants shall be one thousand, eight hundred and eighty-five (1885) hours or a portion thereof provided employment occurs on a regular weekly basis for at least forty (40) weeks in a year. A cumulative year of service for a Permanent Part-Time Employee, a Student Employee or a Casual Employee shall be two thousand seventy six (2076) hours.