

SUPPORT STAFF

EMPLOYMENT PLAN

of the

NAME OF SCHOOL

SCHOOL COUNCIL

in the community of

NAME OF COMMUNITY

DIOCESE OF PRINCE GEORGE

**Approved May 29, 2006
Catholic Independent Schools**

FUNDAMENTAL BELIEFS AND UNDERSTANDINGS

In addressing human resources issues, the School Councils of the Diocese of Prince George recognize that:

- We have to be just
- We have to be consistent
- We have to recognize the value of our employees
- We must maintain an ethos of trust and respect
- We must maintain the values, ethics and mores of a Catholic organization
- We must develop a positive working environment

PURPOSE OF THE EMPLOYMENT PLAN

The purpose of the Employment Plan is to define, in explicit terms, aspects of the Employer/Employee relationship and to establish in writing the obligations and responsibilities of both of these parties regarding employment in a School in the Diocese of Prince George. The terms of the employer/employee agreement are written in the employee's Letter of Appointment. This letter is signed by the employee, the School Council Chairperson a witness and is dated.

DEFINITIONS:

Except as elsewhere herein provided:

- All legislation referenced in this Employment Plan is as legislated by the Government of the Province of British Columbia.
- Administration means Principal and/or Vice Principal.
- Calendar School Year is set by the Ministry of Education.
- Catholic Independent Schools Diocese of Prince George or CIS or CISDPG is a Society pursuant to the Society Act of BC and is the Authority for all Catholic Independent Schools in the Diocese pursuant to the Independent School Act.
- Employer means the School Council of the School.
- Employee means any Support Staff personnel.
- Instructional Days means those days when school is open for staff and students for instructional purposes within the Calendar School Year.
- Non-Instructional Days means those days when students are not in attendance, but support staff may be required to attend. This includes planning days, parent-teacher conference days, and days set aside for professional development activities.
- School Day means a continuous instructional period equivalent to the daily time requirements of the Independent School Act excluding morning and lunch breaks. The school day will have start and finish times between 8:00 A.M. and 4:00 P.M. as adjusted according to local needs.

CLAUSE 1: PURPOSE OF EMPLOYMENT PLAN

- 1.1 The School Council maintains the right and responsibility to manage and to determine the employment, assignment, direction, and employment status of its support staff.
- 1.2 The Employment Plan shall apply the Employment Standards Act in all conditions except where enhancements are indicated. Should the Employment Plan not equal or exceed the requirements of the Employment Standards Act, the provisions in the Employment Standards Act will prevail.
- 1.3 Should an amendment to any Act or Regulation render any part of this Employment Plan null and void the remainder of the Employment Plan shall continue.
- 1.4 Where there are differences between the School's Policies and the Employment Plan, this Employment Plan supercedes all previously distributed School approved and/or working policies, regulations and procedures.
- 1.5 Duration and Review
 - A. Notwithstanding the date of execution of the Employment Plan, it will be effective from the 1st day of September 2006.
 - B. Any amendments to the Employment Plan shall be made by the CIS Board of Directors after consideration of input from School Council.

CLAUSE 2: PURPOSE OF CATHOLIC EDUCATION

2.1 Statement of Philosophy

The Catholic Independent Schools, Diocese of Prince George are rooted in the belief that education is a process by which human beings are enabled to achieve their fullest and best development both as private individuals and as members of human society.

The Catholic Independent Schools, Diocese of Prince George are committed to and bound by the teachings of the Roman Catholic Church. The School Council itself endeavours at all times to create a sense of Catholic community based on charity and love. The school and staff are obliged to the parents, students and Church to create an atmosphere in which the student can be taught in such a manner that intellectual, moral, and spiritual development may take place as nearly as possible in conformity with the teaching and message of Christ.

It is obvious that the Catholic sense of community and atmosphere in a school depends on the staff and individual staff members. The administration and staff of the school must be committed in concert and as individuals to the creation of and the sustenance of a Catholic community.

CLAUSE 3: SALARY AND ECONOMIC BENEFITS

The local school council will determine the salary of support staff positions in the school.

The employees' salary will be adjusted according to his/her full-time equivalent status.

Employee pay commences with employment.

Pay periods shall be biweekly (10 working days) or (14 calendar days).

Method of payment is through either direct deposit or cheque. Payment by direct deposit must be authorized in writing by the employee.

On paydays, each employee must receive a written wage statement for the pay period, which includes the following:

- The employer's name and address
- The hours worked by the employee
- The employee's hourly wage rate
- The employee's overtime rate
- The hours worked at the overtime rate
- Any money, allowance or other payment the employee is entitled to. This includes vacation or statutory holiday pay.
- The amount and purpose of each deduction
- The employee's gross and net wages

3.1 Hours of Work

The operating hours of the school are determined by the employer. The hours of work of an employee are determined by the employer. The employer will allow for a daily unpaid lunch break.

3.2 Overtime

Authorization for overtime hours must be obtained in writing in advance from the Principal.

Remuneration for overtime hours shall be paid in accordance with the Employment Standards Act

Remuneration for overtime hours should be paid in the same pay period as worked.

CLAUSE 4: EMPLOYEE BENEFITS

4.1 The employer will continue the current benefit program for the support staff employee and the support staff employee's family. Plan coverage will be based on the needs of the support staff employee and the support staff employee's family and will be delivered in the most cost-effective manner for the school. There is no cash value for portions of plans not taken. The following eligibility criteria shall apply to participation in the benefit plan namely:

- a) A permanent employee employed for at least 20 hours per week or greater shall be eligible for participation in the Class 1 option of the benefit plan.
- b) An employee holding a Temporary Letter of Appointment equal to or greater than one year and employed for at least 20 hours per week or greater shall be eligible for the Class 2 option of the benefit plan.
- c) A new Probationary employee employed for at least 50% or greater shall be eligible for participation in the Class 2 option of the benefit plan moving to the Class 1 option of the benefit plan following successful completion of the probationary period.

4.2 Cost Sharing

Premium cost shall be shared as per the current practice in the school where the employer's share shall be a minimum of 50% and the employee's share shall be the remaining balance of the premium for full-time employees. A part-time employee shall pay a pro-rated portion of the employer's costs of premiums for fixed cost coverage including medical, dental, and extended health in accordance with the employee's contract percentage of employment. Pro-rated contribution will increase the employee's portion of the premium where the employee is working less than full-time.

4.3 Benefits

Benefits available to the employee include the following:

- a) Medical Services Plan of BC
- b) Benefits may include full or reduced coverage for the following:
 - Life insurance
 - Accidental death and dismemberment
 - Short term disability
 - Long term disability
 - Dental
 - Extended health
 - Critical Illness
- c) Pension

The employer will provide a group pension plan in which the employee may participate in accordance with the policies and guidelines of the Catholic Independent Schools Vancouver Archdiocese Registered Retirement Plan.

4.4 Maintenance of Benefits

The employer and the employee will continue to contribute to their respective shares of the cost of maintaining coverage under the respective benefit plans, where applicable, in accordance with the terms of the insurance policies, during the period the employee is on a leave outlined in Clause 5 in this Employment Plan.

For those benefits capable of being maintained, as defined by the terms of the insurance policies, the employee granted leave of absence other than those outlined in Clause 5 will have his/her benefits maintained by the employer during the period of absence of the employee, upon the employer receiving prepayment of the total premiums applicable during the leave of absence.

5. LEAVES OF ABSENCE

There is no cash value for unused leaves of absence. All leaves are pro-rated for part-time employees.

Type of Leave	Paid	Duration	Comments
Sickness	Yes	1 ½ days per month up to 15 days per year	Salary Indemnity Plan applies after 10 consecutive sick days. Doctor's certificate may be required after 3 days. Unused sick leave has no cash value
Bereavement	Yes	5 days 1 day	Death in immediate family. Niece, nephew, brother in-law, sister in-law
Critical illness in family	Yes	4 days	Immediate family.
Paternity	Yes	2 days	To coincide with the birth of the child.
Adoption	Yes	3 days	
Family Illness non-critical	Yes	2 days	For immediate family members.
Maternity	No		As provided for in Government legislation.
Convocation	Yes	1 Day	To attend son's, daughter's, spouses or their own graduation.
Jury Duty	Yes	Max 30 days paid	

Clause 5.1: Sick Leave

- 5.1.1 The employer shall allow the employee to be absent from duty for reason of illness, provided the employee has presented a doctor's certificate for absences greater than three days and for shorter absences if requested.
- 5.1.2 The employer will pay the employee at his/her rate of pay while the employee is on sick leave, which sick leave will be calculated as follows:
- A. Sick leave is earned at the rate of 1.5 days per month for the 10 months of the School year to a maximum of 15 days. The 15 days are available once the employee begins in September and any days used will be paid to a maximum of fifteen per school year.
 - B. A part-time employee will be entitled to sick leave in proportion to the percentage of time that he/she is employed.
 - C. Sick leave is not earned while the employee is on any leave.
 - D. An employee may use up to five (5) days pro-rated based on F.T.E. per year of his/her earned sick leave days each year for the care of a member of his/her immediate family who is ill. (This is not serious illness as outlined below and is not additional days to personal sick days). For the purposes of 5.1.2 D, "family" is defined as those immediate family as defined in 5.2.
 - E. The maximum of 15 sick days may be carried forward into the following school year.
(Revised as of November 15, 2006)
- 5.1.3 Unused sick leave has no cash value.

Clause 5.2: Critical Illness (Immediate Family)

The employer will pay the employee his/her regular rate of pay for a maximum of four (4) days per calendar school year, while the employee is absent from his/her duties upon the event of serious illness in his/her immediate family. The employer may request in writing a doctor's confirmation of the illness.

Immediate family is defined as the employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law.

Leave beyond the time granted in the case of serious illness of an immediate family member may be granted to the employee at the discretion of the employer either as paid or unpaid leave.

Clause 5.3: Bereavement

In the case of a death in the immediate family, the employee will be entitled to special leave, upon application to the employer, at his/her regular rate of pay, from the date of death to and including one day after the funeral. Such leave will normally not exceed five (5) workdays unless specifically authorized by the employer.

Immediate family is defined as the employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law.

A one-day paid funeral leave will be given in the event of the death of a brother-in-law, sister-in-law, nephew, or niece.

Leave beyond the time granted in the case of a death in the family may be granted to the employee by the employer at the discretion of the employer.

Clause 5.4 Jury Duty

- 5.4.1 The employee will be granted a leave of absence with pay for up to a maximum of thirty (30) working days during which he/she is required to be in attendance for jury duty. The pay will be pro-rated for the usual number of hours worked.
- 5.4.2 Any remuneration, which the employee receives as a result of attendance at such proceedings will be assigned and paid to the employer.
- 5.4.3 The employee will give notice in writing to the employer of his/her intended leave of absence and this notice will be accompanied by the appropriate documents to verify qualification for leave hereunder.

(Jury Duty Added April 30th, 2012)

CLAUSE 6: MATERNITY LEAVE AND PARENTAL LEAVE

- 6.1 Maternity Leave/Parental, Adoption and Family Responsibility Leave will be granted.
- i) as provided for in the Employment Standards Act
- 6.2 Adoption Leave will be granted with pay for a maximum of three (3) days for mandatory interviews or travelling time to receive the child.
- 6.3 The employee may apply for and will be granted paternity leave with pay up to a maximum of two (2) days within the week that the child was born.

6.4 Early Return

In the case of an early return from a maternity leave, or other special situation, the employee may return to duty earlier than provided in the agreed upon leave, subject to an equivalent notice period to terminate the contract of the replacement employee. The notice period shall be no less than two weeks.

CLAUSE 7: GENERAL LEAVE

- 7.1 Requests for leave from duties for purposes not specifically enumerated in this employment plan will be considered by the School Council on an individual basis in consultation with the Principal of the School.

CLAUSE 8: ASSIGNMENT

- 8.1 Return to his/her position after leave shall be in accordance with Employment Standards Act and as stated in policy.

CLAUSE 9: PROBATIONARY EMPLOYEES

- 9.1 An employee in the School who satisfactorily completes a probationary period of employment for three months may be considered for continuous Letter of Appointment subject to the requirements of the school and satisfactory evaluations by the Administration.
- 9.2 The employee who is hired on a temporary Letter of Appointment to cover a determined leave of an incumbent employee will have a Temporary Letter of Appointment that expires when the incumbent returns or at the end of the current school year, whichever date is the earliest.

CLAUSE 10: VACATION/HOLIDAY PAY

- 10.1 Annual vacation will be based on the Employment Standards Act. Vacation time will be taken each year during the Christmas, spring and/or summer vacation. The specific days are scheduled to the mutual agreement of the Principal and employee.
- 10.2 Accurate reporting of vacation time is the responsibility of the employer.

CLAUSE 11: HARASSMENT/SEXUAL HARASSMENT

- The employer recognizes the employee's right to protection from harassment/sexual harassment.
- Harassment is defined as any improper behaviour that is directed at or offensive to any person. It includes objectionable conduct, comments, materials or display made on either a one time or continuous basis that demeans, belittles, intimidates or humiliates another person.
- Sexual harassment is defined as any comment, look, suggestion, physical contact or real or implied actions of a sexual nature, which creates an uncomfortable working environment for the recipient. It includes any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment.

Resolution Procedure:

Step 1.

- The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
- Before proceeding to Step 2, the complainant may approach his/her supervisor to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

Step 2.

- If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the School Council or designate.
- The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

Step 3.

- The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days from the date of notice to the alleged harasser unless otherwise agreed to by the parties.

Step 4.

- Where the investigator concludes that harassment or sexual harassment has taken place, the harasser may be subject to disciplinary action.

Step 5.

- The complainant shall be informed in writing that disciplinary action was or was not taken.

CLAUSE 12: RETIREMENT

12.1 As of January 1, 2008 Provincial legislation was approved that there no longer be a set retirement age, therefore Support Staff within Catholic Independent Schools are no longer required to retire from their paid position by any specified age. (revised June 14, 2010)

CLAUSE 13: TERMINATION OF EMPLOYMENT

13.1 **The Employment Standards Act will be followed.**

CLAUSE 14: PARENT OR GUARDIAN COMPLAINTS AGAINST PERSONNEL

14.1 CIS Policy 473 is to be followed in these situations.

CLAUSE 15: APPEAL PROCESS

15.1 An employee who wishes to appeal the application of any of the provisions of this Employment Plan should first bring the concern to the attention of the Principal.

15.2 If the employee is not satisfied with the outcome of this review the employee may appeal the issue as per CIS Policy 480.