



## **SUPPORT STAFF EMPLOYMENT PLAN**

### **CATHOLIC INDEPENDENT SCHOOLS DIOCESE OF PRINCE GEORGE**

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#### **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.



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#### **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 (CISPG) 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.



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#### **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 super cedes 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 1<sup>st</sup> day of September 2006.
  - B. Any amendments to the Employment Plan shall be made by the CISPG Board of Directors after consideration of input from School Council.



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### CLAUSE 2: PURPOSE OF CATHOLIC EDUCATION

#### 2.1 Philosophy of Education for Catholic Schools in the Province of British Columbia

(see appendix at the back of this document titled “Pastoral Letter on Catholic Schools”)

#### 2.2 Catholicity Clause

Support staff employed in our Catholic School help to achieve our CISPG Vision where “Parents, Pastors, and Staff collaborate to form a community where students are inspired to live the sacramental life, to grow in the moral life of virtue, and to thrive intellectually”.

##### CATHOLIC EMPLOYEES

It is an essential condition of employment that the Employee exhibits at all times conduct and a way of life that are consistent with the Catholic Denominational Standards which include, but are not limited to:

- be a living witness of the Catholic faith through attending Sunday Mass, school liturgies and services, and living a single or married life according to the tenets of the Catholic Church
- be an active member of a parish
- be a Christian role model for others in the school, parish and community.

##### NON-CATHOLIC EMPLOYEES

Non-Catholic Employees will demonstrate at all times to the satisfaction of the employer, respect for the aims and nature of the school and its Catholic beliefs and practices which include, but are not limited to:

- living a single life or having a valid marriage certificate
- participate in the liturgical life of the school
- be a Christian role model for others in the school, parish and community

The determination of what are Catholic Denominational Standards shall be the right and prerogative of the Employer.

The primary reference for Catholic Teaching on Faith and morals is *The Catechism of the Catholic Church*.

A breach of this clause shall constitute just cause for dismissal.



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#### **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 semimonthly, paid by direct deposit on the 15<sup>th</sup> (or the Friday closest to, if 15<sup>th</sup> falls on a weekend) and last business day of the month for the term of the employee's Letter of Appointment.

#### **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: GROUP BENEFITS**

**4.1** Benefit and pension programs are provided for the employee. The employer may change the current carrier or coverage at its discretion. There is no cash value for portions of plans not taken.

An employee who is employed at a minimum of 20 hours per week with a Letter of Appointment for a minimum of one year (12 months), must join the benefit plan. Plan coverage may be limited based on the term of the Letter of Appointment. The employee may choose level of coverage for dental and extended health benefits. Details are defined in the benefits program.



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#### 4.2 Benefits available are:

- Medical Services Plan of BC
- Group Benefits including: life insurance, accidental death and dismemberment, short term disability, long term disability (dependent on benefit class employee qualifies for), dental, extended health, critical illness insurance
  - Optional Life Insurance (will cancel automatically at the age of 65)
  - optional Critical Illness (for employee and spouse under the age of 70)
- Registered Pension Plan
  - Voluntary Pension
  - Group RRSP
  - Group Tax-Free Savings.

#### 4.3 Cost sharing arrangements will be adjusted as needed to comply with government regulations.

4.3.1 MSP – Employees will pay as per each school practice.

4.3.2 Group Benefits – Employees will 100% of the premiums for Short and Long Term Disability up to 50% of the total premiums. The employer will pay the remainder.

4.3.3 Registered Pension Plan – The employee may choose their level of contribution as outlined in the pension plan. The employer will match that level. The teacher may choose to contribute a voluntary amount that will not be matched by the employer.

#### 4.4 Maintenance of Benefits

Any benefits, as defined by the terms of the benefits program, available to the employee during a leave of absence may be maintained by the employee if the employer receives prepayment of the premiums applicable during the leave of absence. The employee, while on any leave, **must** continue coverage for dental and extended health if they are not covered under any other benefit plan. It is the



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employer's (i.e. local school) responsibility to remit the employee's portion of premium for benefits to CISPG Finance Office. The employer (local school) should make arrangements to ensure that the employee remits each month to the school their portion of the premium for benefits during term of leave.

If this is not possible, an arrangement should be made so that the employee remits all of their payments before their leave begins. Employees on a leave of absence (LOA) may not contribute on Group pension except if it is a Maternity Leave where the employee will have the option of waiving or continuing the pension contribution for the duration of the maternity leave.

#### **CLAUSE 5: VACATION/HOLIDAY PAY**

5.1 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.

5.2 Accurate reporting of vacation time is the responsibility of the employer.

#### **CLAUSE 6: STATUTORY HOLIDAYS**

Employees, *if eligible*, will be entitled to statutory holiday pay for the following:

|                |                  |               |
|----------------|------------------|---------------|
| New Year's Day | Canada Day       | Christmas Day |
| Family Day     | BC Day           |               |
| Good Friday    | Labour Day       |               |
| Easter Monday  | Thanksgiving Day |               |
| Victoria Day   | Remembrance Day  |               |

An employee must work at least 15 days in the 30 days prior to a statutory holiday.

If an employee qualifies for Christmas Day they will be paid the same hours for New Year's Day, the same policy is applied to Good Friday and Easter Monday.

If employment ends before the statutory holiday the employee is not paid for the statutory holiday (i.e. July 1 is not paid to any staff member whose Letter of Appointment ends on or before June 30).

Employees working 3 or less days a week will not qualify for the statutory holiday.

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Any employee should not be paid for a statutory holiday if it is a normal working day but the employee does not qualify.

Statutory Holidays will be paid as follows, the greater of:

- an average day's hours or
- the hours normally worked on that day.

If a timesheet has hours recorded on a statutory holiday, is signed by both the employee and the principal and does not have any notes to check for eligibility beside the statutory holiday it will be paid.

#### **CLAUSE 7: SICK LEAVE**

Annual sick days become available on the first day of the employee's Letter of Appointment.

An employee may earn 1 ½ days per month up to 15 days per school year.

A part-time employee will be entitled to sick leave in proportion to the percentage of time the employee work as per the employee's Letter of Appointment.

A doctor's certificate may be required after a 3-day absence.

Sick days are not earned while an employee is on leave.

An employee, if on the benefit plan, must apply for short term disability after 5 consecutive work days for the same illness/injury. The equivalent of one year's unused sick leave may be carried forward into the following school year.

Five (5) days per year may be used to care for a member of the teacher's immediate family.

Unused sick leave has no cash value.





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#### **CLAUSE 8: LEAVES**

- 8.1 All leaves are pro-rated for part-time employees.
- 8.2 Unused leaves have no cash value.
- 8.3 All leaves refer to a school calendar year and apply to scheduled work days.
- 8.4 All applications for known leaves must be submitted to the principal and approved prior to the requested leave.
- 8.5 Immediate family is defined as spouse, children, parents, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, parents-in-law, brother-in-law, and sister-in-law.
- 8.6 Leaves of absence must be reported on time sheets.
- 8.7 Requests for leave from duties for purposes not specifically enumerated in this employment plan will be considered on an individual basis. Such leaves, if granted, will be without pay and will not qualify for incremental consideration.



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### Leaves of Absence

The table below outlines the type of Leaves of Absence available to CISPG employees as well as the procedure to avail of such leaves and approval process.

| Type                          | Entitlement                                | Approval by | Process   | Paid |
|-------------------------------|--|-------------|---|------|
| Bereavement                   | 5 days                                     | Principal   | Approved Leave of Absence Form completed                                | Yes  |
| Critical Illness              | 4 days                                     | Principal   | Approved Leave of Absence Form completed                                | Yes  |
| Compassionate Care            |  | Principal   | Approved Leave of Absence Form completed                                | No   |
| Maternity                     | See CISPG Maternity/Parental Leave Package | Principal   | Approved Maternity/Parental Leave of Absence Agreement completed        | No   |
| Paternity, Parental, Adoption | 3 days                                     | Principal   | Approved Leave of Absence Form completed                                | No   |
| Discretionary Day             | 1 day, from employee Sick Days             | Principal   | Approved Leave of Absence Form completed                                | Yes  |
| Convocation                   | 1 day                                      | Principal   | Approved Leave of Absence Form completed                                | Yes  |
| Jury Duty/Subpoena            | 20 days                                    | Principal   | Approved Leave of Absence Form completed                                | Yes  |
| Professional Development      | As required                                | Principal   | Approved Leave of Absence Form completed – only if out of town          | Yes  |
| Court Appearances – Personal  | As required                                | Principal   | Approved Leave of Absence Form completed                                | No   |
| Educational                   | 2 school years                             | Principal   | Approved Leave of Absence Form and Leave of Absence agreement completed | No   |
| Other                         | Up to 2 days                               | Principal   | Approved Leave of Absence Form completed                                | No   |



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#### **Bereavement Leave**

An employee is entitled to a leave of absence from work, with pay for a period of up to five (5) days relating to the death of immediate family is defined as spouse, children, parents, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, parents-in-law, brother-in-law, and sister-in-law. In the event of the death of a niece or nephew, the employee is entitled to a leave of absence from work, with pay for a period of one (1) day.

#### **Critical Illness**

An employee is entitled to a leave of absence from work, with pay for a period of four (4) days to care for an immediate family member who has suffered a critical incident that may be life threatening or altering and/or find them in intensive care. A doctor's certificate may be requested.

#### **Compassionate Care**

To provide care or support to an immediate family member having a serious medical condition with a significant risk of death.

#### **Maternity and Parental Leave**

Employees are required to submit a "Maternity Leave of Absence Agreement".

This leave of absence is subject to current Employment Insurance and the Employment Standards Acts. This also applies to adopting parents.

The employer may require an employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

#### **Paternity, Parental, Adoption Leave**

The employee is entitled to a leave of absence from work related to the birth/adoption of a child for a period of three (3) days to coincide with the birth/adoption of the child.

#### **Discretionary Day**

Where approved by the local School Council one (1) sick day may be used as a discretionary day for all employees 20 hours or greater, or those who work part time for more than 5 months per

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school year in a continuous assignment. Discretionary leave is preplanned, has no cash value if not used and cannot be rolled over into another year. Limited duration assignments of less than five months are not eligible.

#### **Convocation**

An employee is entitled to a leave of absence from work, with pay for a period of one (1) day to attend convocation for self, spouse or child.

#### **Jury Duty/Subpoena**

Employee must provide summons. Any remuneration paid to the teacher for the first twenty (20) days must be paid to the employer.

#### **Professional Development**

Employee is entitled to attend professional development sessions attended out of town (does not include Diocesan Assembly). Any professional development must be approved by the Principal.

#### **Educational**

An employee may be approved for an educational leave for study and research for up to two (2) school years. A Leave of Absence Agreement must be submitted for approval.

#### **Other**

Principals may approve a leave without pay for up to two (2) consecutive work days. Principal consultation with Superintendent and approval by School Council is required if 3 or more consecutive work days are applied for.

#### **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.



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#### **CLAUSE 9: ASSIGNMENT**

- 9.1 Return to an employee position after leave shall be in accordance with Employment Standards Act and as stated in policy.

#### **CLAUSE 10: PROBATIONARY EMPLOYEES**

- 10.1 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.
- 10.2 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 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.



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- 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.



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#### **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.