

**TEACHER
EMPLOYMENT PLAN**

of

**CATHOLIC INDEPENDENT SCHOOLS
DIOCESE OF PRINCE GEORGE**

OPERATING AS _____ SCHOOL

(hereinafter called the "Employer")

SECTION A: GENERAL

DEFINITIONS:

Except as elsewhere herein provided:

- All legislation referenced in this Employment Plan are as legislated by the Government of the Province of British Columbia.
- Administration means Principal and/or Vice Principal
- Calendar School Year means the period of time between the Tuesday after Labour Day and June thirtieth in the subsequent year
- 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
- School Advisory Committee means and includes School Council and/or local school council
- Days in session means those days when school is officially open for staff or staff and students
- Employer means Catholic Independent Schools Diocese of Prince George
- Full Time Duty means being a teacher for a school day for a calendar school year
- Full Time Equivalent Teacher means a person who is employed as a teacher on a regular basis for full time duty
- Instructional Days means those days when school is open for staff and students for instructional purposes within the Calendar School Year. This would include days scheduled for school and provincial examinations
- Non-Instructional Days means those days when students are not in attendance, but staff are required to attend. This includes planning days, parent-teacher conference days, and days set aside for professional development activities
- Part Time Teacher means a person who is employed as a teacher on a regular basis for other than full time duty
- School means any of the Catholic Schools under the Authority of the CIS of the Diocese of Prince George
- 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 8:15 A.M. and 3:15 P.M. as adjusted according to local needs
- Substitute Teacher means a certified teacher who is employed on a day to day basis to provide instruction as a substitute when the regular teacher is absent from regular duties
- Temporary Teacher means a Teacher who is employed for a temporary period that does not extend beyond the end of a calendar school year as a teacher, to substitute for a teacher who has left during the calendar school year, or who is absent from his or her regular duties

CLAUSE 1: PURPOSE OF EMPLOYMENT PLAN

- 1.1 The Catholic Independent Schools Board of Directors maintains the right and responsibility to manage and operate the schools and to determine the employment, assignment, direction, and employment status of its work force.
- 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 CIS Policies and the Employment Plan this Employment Plan supercedes all previously distributed CIS 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 2002.
 - B. The Employment Plan will be reviewed annually by the Catholic Independent Schools Board of Directors.
 - C. Any amendments to the Employment Plan shall be by the Catholic Independent Schools Board of Directors after consideration of input from staff representation and school advisory bodies.

CLAUSE 2: PURPOSE OF CATHOLIC EDUCATION

This is Addendum A in the Teacher Contract

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 teachers 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.

2.2 CATHOLICITY CLAUSE

Statement from Bishop Gerald Wiesner, OMI, dated October 1998.

The Employer and the teacher acknowledge and recognize what constitutes the essential practice of the Catholic Faith; namely:

1. Full initiation into the community (baptism, confirmation, Eucharist)
2. Communion with the Church through compliance with legitimate authority
3. Regular participation in the Eucharist within the local community, including within that a sensitivity to the liturgical rhythm of the church's life. (This component is so emphasized because, as Roman Catholics, that which essentially defines us is that we are an eucharistic community)
4. A life of prayer and private morality
5. A commitment to the social teachings of the Church
6. A sense of responsibility for ministry and leadership within the church, including financial.
7. A concern for the universal church, its unity, its spread and maintenance
8. A concern and respect for the public forum with the community; that is in the public forum of not being at variance with respect to major doctrinal or moral teachings of the Church
9. Not labouring under a canonical penalty, whether imposed or declared.

SECTION B: SALARY AND ECONOMIC BENEFITS

CLAUSE 3: BASIC SALARY SCALE

- 3.1 The annual salary grid includes compensation for vacation and statutory holidays.
- 3.2 The Basic Salary Grid is determined for each school by the School Council, subject to approval and direction of Catholic Independent Schools.

CLAUSE 4: PLACEMENT ON SALARY GRID AND DETERMINING SALARY

(revised February 19, 2003)

(revised April 14, 2003)

(4.2 revised June 14, 2010)

- 4.1 The teacher shall be placed on the salary grid according to educational qualifications and teaching experience submitted by the teacher and verified by the employer.
- 4.2 The teacher whose salary exceeds his/her verified grid placement salary shall remain at that annual salary until such time as his/her salary reaches the appropriate grid placement.
- 4.3 The teacher's salary will be adjusted according to his/her full time equivalent status (F.T.E.).
- 4.4 Full time equivalency shall be a percentage of the teaching assignment.
- 4.5 Calculation of salary entitlement shall be:

$$\text{Annual Salary} = \text{Grid Placement} \times \text{F.T.E.}$$

$\text{Partial Year Salary (Temporary)} = \text{Grid Placement} \times \text{F.T.E. for length of contract}$

Effective September 1st, 2003

- 4.6 The teacher working in excess of the school year at the request of the principal shall be paid at 1/200th of his/her annual salary for each day worked pro-rated for part-day worked. This work does NOT include staff meetings called in preparation for school opening in September and/or teacher preparation of classrooms prior to school opening in September.
- 4.7 The teacher who is absent without pay shall have his/her pay reduced by 1/200th of his/her annual salary for each day absent, pro-rated for part day absence.

CLAUSE 5: PAYMENT OF SALARY

- 5.1 The teacher will be paid his/her annual salary commencing September 1st.
- 5.2 The teacher will be paid over ten months or twelve months as set by the employer.
- 5.3 The teacher will be paid on the last working day of the pay period.
- 5.4 The teacher paid on a monthly pay type may request a mid month advance up to fifty percent of the net monthly pay payable on the last teaching day on or before the fifteenth (15) of the month.

CLAUSE 6: SALARY PAYMENT ON CESSATION OF EMPLOYMENT

- 6.1 The teacher who resigns effective the thirtieth (30th) day of June the employer will pay out all monies owed to the teacher within seven (7) business days of the effective resignation date.
- 6.2 The teacher who resigns a position or if a contract expires prior to the end of the school year, the employer will pay out all monies owed to the teacher within seven (7) business days of the effective day of the resignation.

CLAUSE 7: CONTINUING EMPLOYEES AND NEW EMPLOYEES

- 7.1 The teacher under contract for the next school year with the employer will be paid according to the conditions of Clause 4.

CLAUSE 8: QUALIFICATION REQUIREMENTS/DEFINITION FOR TEACHER SALARY GRID EDUCATIONAL LEVELS

- 8.1 The preferred teacher qualification is a valid B.C.C.T. teaching certificate without restriction.
- 8.2 Effective September 1, 2005 all teachers under this Employment Plan will be required to possess a valid B.C.C.T. teaching certificate with no restrictions. **Independent Certification of a long-term employed teacher will be honoured. The teacher exempted from holding a valid B.C.C.T. teaching certificate will be notified in writing of this exemption by Catholic Independent Schools on or before June 30th, 2002.**
- 8.3 The September 1, 2005 date may be extended up to a maximum of two (2) years where the teacher is making meaningful progress and will complete B.C.C.T. certification.
- 8.4 Following September 1, 2005 or the extension date where an extension has been granted under 8.3 above the teacher who does not possess a valid B.C.C.T. teaching certificate with no restrictions will not be considered as having necessary qualifications.
- 8.5 The teacher hired after September 1, 2004 will require a valid B.C.C.T. teaching certificate without restrictions.
- 8.6 The teacher hired for religious education may be exempt from holding a valid B.C.C.T. teaching certificate but must possess a valid "Independent School Act Certificate".
- 8.7 "Independent School Act Certificate" means a teaching certificate granted pursuant to the *Independent School Act* and includes an application submitted to the Inspector for a teaching certificate pursuant to the said Act, when the application has not been rejected or adjudicated upon by the Independent School Teacher Certificate Committee.
- 8.8 "B.C.C.T. Certificate" means a teaching certificate of qualification granted pursuant to the *Teaching Profession Act* and being a member in good standing of the British Columbia College of Teachers.
- 8.9 "Level 3" means the teacher with anything less than a 4-year degree; and with an Independent School Act Certificate or a B.C.C.T. certificate.
- 8.9.1 "Level 4" means the teacher with a degree resulting from a 4-year program, including but not limited to B.A., B.Sc., B.Ed., or B.Comm.; and with an Independent School Act Certificate or a 4-year B.Ed. degree with a B.C.C.T. certificate.

- 8.9.2 "Level 5" means the teacher with a 4-year degree including but not limited to B.A., B.Sc., B.Comm., or a degree resulting from a 4-year program plus a professional year in a Faculty of Education; and B.C.C.T. certificate; or the teacher with a graduate degree including but not limited to M.Sc., M.A., M.Div., or M.Th.; and an Independent School Act Certificate. Where a teacher has completed a recognized Religious Education Program and holds a valid Diploma for such study the teacher will be considered to have the equivalence of level five placement if he/she is the holder of a degree. This qualification does not meet a level six placement.
- 8.9.3 "Level 6" means the teacher with a M.Ed., or a M.A., M.Th., or M.Sc. with a B.C.C.T. certificate.

CLAUSE 9: CERTIFICATE CHANGES/TEACHING CATEGORY CHANGES

- 9.1 The movement from category to category within the teacher's basic salary grid by virtue of the teacher's changed education category during the course of employment, will become remuneratively effective on the date that such a change in category is awarded, provided notice of such a change is presented to the employer within ninety (90) days of the category change.
- 9.2 Notice of change presented later than ninety (90) days will result in the remunerative change becoming effective on the first day of the month following presentation of the notice to the employer.
- 9.3 The teacher giving notice of a change in category must accompany the notice with proof in a form satisfactory to the employer of a bona fide change of educational category upgrading and/or certification. Proof requires an official transcript from the educational institution.
- 9.4 Any dispute regarding the teacher's change of category may be appealed by the teacher, to the employer through the Superintendent of Schools' Office. The final decision of such an appeal will be implemented retroactive to the date of notice given under 9.1 herein.

CLAUSE 10: INCREMENTS

- 10.1 "Increment Year" means the number of years of teaching experience in the School and any other government supported and inspected school in any country with a similar educational system as that of British Columbia.
- 10.2 A maximum of one increment year can be acquired by the teacher during any twelve-month period determined as follows:
- A. The teacher employed and in active service for a period of not less than eight (8) months of full-time teaching in any one-calendar school year will constitute a full year of teaching experience.
 - B. The teacher employed and in active service on a part-time basis will acquire a teaching year of experience in accordance with the following conditions:
 - i) substitute teaching, teacher on call, part-time and partial year service may be combined to equal ten (10) months in order to acquire a teaching year of experience.
 - C. The teacher employed and in active service on a full-time basis for less than eight (8) months in two or more calendar school years will acquire a teaching year of experience in accordance with the following conditions:

- i) periods of partial year teaching may be combined and if the total time teaching equals eight (8) months of full-time teaching, the teacher will acquire a teaching year of experience.
 - ii) periods of partial years of teaching may be combined with substitute days to equal 10 months of full time teaching to acquire a teaching year.
- D. The teacher who is absent may acquire a teaching year of experience in accordance with the following conditions:
 - i) on exchange or on special assignment in the field of education, with or without pay, as approved by the employer,
 - ii) on leave of absence for professional growth, as approved by the employer.
- E. The teacher who has experience for which no credit is otherwise provided herein but that is directly related to his/her intended position, may be allowed credit to a maximum of five increments at a rate of two years related experience equal to one increment year.

Clause 11: EMPLOYEE BENEFITS (revised as of November 26, 2002)

11.1 The employer will continue the current benefit program for the teacher and the teacher's family. Plan coverage will be based on the needs of the teacher and the teacher's family and will be delivered in the most cost-effective manner for the school. The employer may change the current carrier or coverage at its discretion. There is no cash value for portions of plans not taken. After September 2002 the following eligibility criteria shall apply to participation in the benefit plan namely:

- a) A permanent employee employed for at least 50% or greater, shall be eligible for participation in the Class A option of the benefit plan.
- b) An employee holding a Temporary Contract equal to or greater than one year and employed for at least 50% or greater shall be eligible for the Class B 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 B option of the benefit plan moving to the Class A option of the benefit plan following successful completion of the probationary period.

11.2 Cost Sharing

Premium cost shall continue to be shared as per the current practice where the employer's share shall be 50% and the employee's share shall be the remaining balance of the premium. 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 teaching less than full-time.

11.3 Benefits

Benefits available to the employee include the following:

- a) Medical Services Plan of BC
- b) Benefits under the Class A option and the Class B option may include full or reduced coverage for the following:
 - Life insurance
 - Accidental death and dismemberment
 - Short term disability
 - Long term disability
 - Dental
 - Extended health
- 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. Existing RRSP's outside Catholic Independent Schools Vancouver Archdiocese Plan continue to be honored; however, consideration should be provided to convert these RRSP arrangements to membership in the CISVA Plan.

11.4 Maintenance of Benefits

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

- 11.5 The employer and the teacher 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 teacher is on sick leave or other leaves included under Section B.

SECTION C: LEAVES OF ABSENCE

CLAUSE 12: SICK LEAVE

- 12.1 The employer shall allow the teacher absent from duty for reason of illness, provided the teacher has presented a doctor's certificate for absences greater than three days and for shorter absences if requested.
- 12.2 The employer will pay the teacher at his/her rate of pay while the teacher 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 months September through June to a maximum of 15 days. The 15 days earned during the September through June period are available once the teacher begins in September and any days used will be deducted to a maximum of fifteen.
 - B. The part-time teacher will be entitled to sick leave in proportion to the percentage of time that he/she teaches.
 - C. Unused sick leave is to be determined in conjunction with the benefit plan.
 - D. Sick leave is not earned while the employee is on any leave.
 - E. The teacher 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 12.2D, "family" is defined as those immediate family as defined in 13.2.
 - F. The maximum of 15 sick days may be carried forward into the following school year.
- 12.3 Unused sick leave has no cash value.

CLAUSE 13: CRITICAL ILLNESS (Immediate Family)

- 13.1 The employer will pay the teacher his/her regular rate of pay for a maximum of four (4) days per calendar school year, while the teacher 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.
- 13.2 Immediate family is defined as the teacher's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law.
- 13.3 Leave beyond the time granted in the case of serious illness of an immediate family member may be granted to the teacher at the discretion of the employer either as paid or unpaid leave.

CLAUSE 14: BEREAVEMENT

- 14.1 In the case of a death in the immediate family, the teacher 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.
- 14.2 Immediate family is defined as the teacher's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law.

- 14.3 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.
- 14.4 Leave beyond the time granted in the case of a death in the family may be granted to the teacher by the employer at the discretion of the employer.

CLAUSE 15: MATERNITY LEAVE AND PARENTAL LEAVE

15.1 Maternity Leave/Parental, Adoption and Family Responsibility Leave

A. Leaves will be granted upon request without pay

- i) as provided for in the *Employment Standards Act*.
- ii) for a stated period of time

15.2 Adoption Leave will be granted with pay for a maximum of three (3) days for mandatory interviews or travelling time to receive the child.

15.3 The teacher 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.

15.4 Early Return

In the case of an early return from a maternity leave, or other special situation, the teacher 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 teacher. The notice period shall be no less than two weeks.

CLAUSE 16: EDUCATIONAL AND EXCHANGE LEAVES

16.1 The School Council may grant educational leave without pay to the teacher with a minimum of three (3) years continuous service with Catholic Independent Schools.

16.2 Educational leave for study and research by the teacher may be granted without pay at the employer's discretion, such leave will be for periods of up to two (2) calendar school years.

16.3 Exchange leave to participate in a bona fide teacher exchange plan may be granted at the discretion of the employer for up to one (1) calendar school year.

16.4 Incremental years will be recognized and calculated in accordance with Clause 10 to a maximum of one year.

CLAUSE 17: JURY DUTY

17.1 The teacher will be granted a leave of absence with pay for up to a maximum of thirty (30) teaching days during which he/she is required to be in attendance for jury duty.

17.2 Any remuneration, which the teacher receives as a result of attendance at such proceedings will be assigned and paid to the employer.

- 17.3 The teacher will give notice in writing to the employer of his/her intended leave of absence pursuant to 17.1 and this notice will be accompanied by the appropriate documents to verify qualification for leave hereunder.

CLAUSE 18: GENERAL LEAVE (revised as of February 19, 2003)

- 18.1 The teacher will be granted one (1) working day with pay to attend son's, daughter's, spouse's, or own university convocation.
- 18.2 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 Superintendent of Schools. Note that leaves will not normally be granted for a teacher to accept a teaching or administrative position with another jurisdiction. Such leaves if granted will be without pay and will not qualify for incremental consideration.

CLAUSE 19: ASSIGNMENT

- 19.1 Return to a teaching position after leave shall be in accordance with Employment Standards Act and as stated in policy.

CLAUSE 20: PERSONNEL FILES

- 20.1 The teacher will have reasonable access to his/her CIS personnel files during regular school hours, and may obtain photocopies of materials in his/her CIS file at a designated cost.
- 20.2 The teacher, or his/her designate with the written authority of the teacher, will be entitled to review the teacher's personnel file in the Catholic Independent Schools Office, in which the file is normally kept, in the presence of the Superintendent of Schools or his/her designate, in order to facilitate the investigation of an appeal. Access to the teacher's personnel file will be limited to the teacher, the Principal, Vice-Principal, the Director of Instruction of Catholic Independent Schools, and the Superintendent of Schools of Catholic Independent Schools, Pastor, Bishop's Delegate, and/or Bishop, and access will be provided as required by law.

CLAUSE 21: HARASSMENT/SEXUAL HARASSMENT

- 21.1 The teacher has the right to protection from harassment/sexual harassment. Sexual harassment is any repeated and unwelcome sexual comment, suggestion, or physical contact that creates an uncomfortable working environment for the recipient.
- 21.2 Sexual harassment may be a single sexual advance, especially when made by a person in authority that includes or implies a threat and/or a reprisal made after sexual advances are rejected.
- 21.3 The procedure for reporting complaints of sexual harassment will be in accordance with the Catholic Independent Schools Harassment/Sexual Harassment Policy.

CLAUSE 22: APPEALS

- 22.1 The employee has access to the appeal process as set out in the Catholic Independent Schools Policy Manual.

CLAUSE 23: TEACHER SECURITY AFTER PROBATIONARY PERIOD

- 23.1 The teacher in the School who satisfactorily completes a probationary period of employment for two (2) entire consecutive calendar school years, possesses B.C.C.T. permanent certification will be considered for continuous employment subject to the teaching requirements of the school and satisfactory evaluations of the teacher in accordance with procedures established in the Employment Plan and/or the Catholic Independent Schools Policy Manual.
- 23.2 The teacher who is hired on a temporary contract and who is not Catholic may be granted more than one temporary contract subject to Catholic Independent Schools policy governing teacher promotion.
- 23.3 The teacher who is hired on a temporary contract to cover a determined leave of an incumbent teacher will have a contract that expires when the incumbent returns or at the end of the current school year, whichever date is the earliest.
- 23.4 The teacher employed on a temporary contract cannot be offered a continuing contract unless the two years of probationary service is provided.