

ARTICLE L17.00 - DEFERRED SALARY LEAVE PLAN/SELF-FUNDED LEAVE PLAN

Description

L17.01 The deferred salary leave plan allows a full-time Teacher who is not an Occasional Teacher or a Continuing Education Teacher to teach, according to the chart below "x" years over "y" years such that the last part-year/year is a leave of absence by accepting a pro-rated percentage of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

Teach "x" years Over "y" years at % salary

(a) 2.5/3 -83.333%

(b) 3/4 -75%

(c) 4/5 -80%

NOTE: Revenue Canada Regulations stipulate that a Teacher must return to employment with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

Qualifications

L17.02 Any Teacher having three (3) years of teaching experience with the Board or predecessor Boards is eligible to participate in the Plan.

Application

L17.03 (a) A Teacher must make written application to the Associate Director, Organizational Support Services or designate on or before March fifteenth (15th) requesting permission to participate in the Plan.

(b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by April fifteenth (15th) in the school year the original request is made.

(c) Approval of the individual requests to participate in the Plan shall rest solely with the Associate Director, Organizational Support Services or designate.

(d) All Teachers wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. (See

Appendix "A").

(e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teacher's Pension Plan provisions, income tax arrangement, Employment Insurance and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

Payment Formula and Leave of Absence

L17.04 The payment of salary, fringe benefits and the timing of the leave of absence shall be as follows:

(a)

(i) In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the period of leave.

(ii) Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under the terms of this Plan shall be done monthly (not in advance).

(iii) A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate his/her desire to transfer a specific amount which has accumulated in the daily interest account, to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 1. It is understood that some funds are to remain in the daily interest account.

(b) During the non-leave years that the individual Teacher is participating in the Deferred Salary Leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the nonleave years according to the Agreement in effect during each year of participation in the Deferred Salary Leave Plan.

Teachers who elect to continue benefit coverage during the period of the leave shall arrange coverage directly with the insurer.

(c) The Teacher must select Article L17.02 (a) or (b) or (c) at the time of applying for participation in the Deferred Salary Leave Plan.

(d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.

(e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.

(f) During the period of time the Teacher is on leave under the provisions of Article L17.02(a), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of Semester I of the "y" year of participation in the plan will be divided by the number of pays remaining to August 31 to arrive at the regular amount stipulated in Article 10 of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.

(g) During the year the Teacher is on leave under the provisions of Article L17.02 (b) or (c), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six (26) to arrive at the regular payment as stipulated in Article 10 of the Agreement. At the end of the year's leave of absence, any additional accumulated interest will be payable to the Teacher.

(h) Throughout the period of leave of absence, the employee can not receive any salary or wages from the employer or from a person with whom the employer does not deal at arm's length other than the amount by which the employee's salary under the plan was deferred or is to be reduced and reasonable fringe

benefits.

Terms of Reference

L17.05 (a) POSITION ON COMPLETION OF LEAVE

On return from the leave, a Teacher will normally be assigned to the same position (including any position of responsibility), except in the case of :

- (i) an accepted promotion;
- (ii) a requested and accepted transfer;
- (iii) a requested and accepted exchange;
- (iv) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher will be governed by the provisions of Articles L30, L31 and L32 - Surplus, Redundant Teachers and Recall.

(b) EXPERIENCE, SICK LEAVE AND PENSION

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act.**

****NOTE:** The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

- (c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible but no later than sixty (60) days after withdrawal from the

Plan.

(d)(i) A Teacher may withdraw from the Plan any time prior to March 1st of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per Article L17.06 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.

(ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15th of the school year prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or withdraw from the Plan and receive repayment within sixty (60) days of withdrawal without the payment of an administrative fee. A Teacher may defer the year or semester of the leave any time prior to March 1st of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. It will only be deferred for up to one year from when the leave was to commence. No exceptions will be granted.

(e) Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.