

## Administrative Procedure 422 – APPENDIX I DEFERRED SALARY LEAVE PLAN AGREEMENT

THIS AGREEMENT MADE on \_\_\_\_\_, 20\_\_

BETWEEN

THE BOARD OF TRUSTEES OF THE MEDICINE HAT CATHOLIC BOARD OF EDUCATION

(hereinafter referred to as “MHCBE” or “the Division”)

OF THE FIRST PART

-and-

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(hereinafter referred to as the “Employee”)

OF THE SECOND PART

WHEREAS pursuant to Administrative Procedure 422 containing provisions under the heading “Deferred Salary Leave Plan” an eligible employee may apply prior to April 1<sup>st</sup>, provided the Employee enters into an agreement to comply with the conditions and terms set out in said Plan;

AND WHEREAS the Employee has applied to participate in said Plan on the terms and conditions set out therein and the Superintendent or designate has agreed to approve the participation of the Employee as hereinafter set out;

NOW THEREFORE in consideration of the mutual covenants and agreements set out herein, the parties hereby agree as follows:

1. This Agreement shall not be construed as a contract of employment or a retirement benefit.
2. Enrolment in the Plan shall become effective for the year commencing \_\_\_\_\_, 20\_\_.
3. During the years from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, the employee will work for the Division at the regular salary to which the employee would otherwise be entitled less the percentage amount set out in this clause to finance the leave period, subject to the terms and said conditions set out in the Deferred Salary Leave Plan.
 

First Year	_____	, 20__	to	_____	, 20__	at	_____	%
Second Year	_____	, 20__	to	_____	, 20__	at	_____	%
Third Year	_____	, 20__	to	_____	, 20__	at	_____	%
Fourth Year	_____	, 20__	to	_____	, 20__	at	_____	%
Fifth Year	_____	, 20__	to	_____	, 20__	at	_____	%
Sixth Year	_____	, 20__	to	_____	, 20__	at	_____	%

4. The leave period shall commence \_\_\_\_\_, 20 and end on \_\_\_\_\_, 20 \_\_ subject to the terms and conditions set up in the Deferred Salary Leave Plan.
5. The provisions of the Deferred Salary Leave Plan, a copy of which is attached hereto, as amended from time to time, shall be deemed to be part of this agreement and is hereby incorporated by reference.
6. The Employee agrees to indemnify and save the Division harmless from and against any and all liability, loss, damages, cost or expenses which it may hereafter incur, or be required to pay by reason of the participation of the Division in the Deferred Salary Leave Plan.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective the date indicated below.

THE BOARD OF TRUSTEES OF MEDICINE HAT CATHOLIC BOARD OF EDUCATION

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
Date

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
WITNESS

