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<b>Name:</b>	<b>Deferred Salary Leave Plan</b>
Policy Number:	6-2006
Origin:	Human Resources
Approved:	21 November 2005
Issuing Authority:	Vice-President, Administration
Responsibility:	Director, Human Resources
Effective Date	10 February 2006
Revision Date(s):	10 February 2006

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## **1. Purpose**

The purpose of the Deferred Salary Leave Plan (DSLPL) is to fund a leave of absence which will afford an employee the opportunity to have an extended break from work. It is not intended to help fund a retirement or other permanent separation from the University. Government regulations require that upon completion of the leave of absence the employee is to return to the University for a period equal to or greater than the duration of the leave. It is important to fully understand the implications of the Plan before applying.

## **2. Definitions**

CRA	means the Canada Revenue Agency, or its successor.
Contract of Participation	means the agreement signed by an Eligible Employee and the University, outlining the terms and conditions of the salary deferral including such items as the percentage of salary deferred, Deferral Period, Leave Period, and manner of payment.
Deferral Period	means a period of no more than 72 consecutive months (6 years) during which an Eligible Employee participates in the Plan and is not on leave under the Plan or any other unpaid leave of absence.
Deferred Salary	means the portion of the Participant's Nominal Salary that is being deferred for payment to the Participant during the Leave Period.
Eligible Employee	means an employee who meets the eligibility requirements set out in Section 3 of this policy.
Leave Period	means the six (6) to twelve (12) month leave of absence, taken in accordance with the provisions of this Plan and subject to collective agreement restrictions on the length of hire for a temporary employee, during which the Deferred Salary is paid to the Participant.

Nominal Salary	means the salary which the Participant would have received during the Deferral Period had they not been participating in the Plan.
Participant	means an Eligible Employee whose application for participation in the Plan has been approved by the University and who has signed a Contract of Participation.
Participant Account	means with respect to any Participant, the deferred salary account designated, established and maintained by the University for the Participant pursuant to Section 6 of this policy.
Plan	means the Saint Mary's University Deferred Salary Leave Plan (DSLPL) as described in this document, and as amended by the University from time to time.
Reduced Salary	means the employee's Nominal Salary less the percentage elected for deferral.
Regular Full Time Employee	means an employee who works the normal hours of a full time employee for their employee group on a continuing and recurring basis.
Regular Part Time Employee	means an employee who works less than the normal hours of a full time employee for their employee group on a continuing and recurring basis and who works a minimum of seventeen and one-half (17 ½) hours per week.

### **3. Eligibility**

- 3.1. Participation in this Plan is limited to Regular Full Time and Regular Part Time Employees, excluding faculty and professional librarians, who have been employed with the University a minimum of three (3) continuous years at the time of application.
- 3.2. Eligibility to apply for subsequent Deferred Leaves shall follow three (3) years of continuous service uninterrupted by a Leave Period taken under this Plan.
- 3.3. For Regular Part Time Employees, the benefits outlined in this policy are pro-rated to the regularly scheduled hours of work of the part-time position.

### **4. Application and Approval**

- 4.1. An employee who wishes to participate in the Plan must make written application, using the Application to Participate form. The employee must submit the application to their supervisor for review and recommendation to the Department Head. Recommended applications are to be submitted by the Department Head for approval to the Director of Human Resources by December 15 in any year.
- 4.2. Approval to participate in this Plan is at the sole discretion of the University.
- 4.3. The University shall inform the employee of its decision by February 15 of the year following receipt of the application.
- 4.4. Participation of an Eligible Employee, whose application has been approved, is subject to written agreement. Therefore, the Contract of Participation must be completed and signed by the Eligible Employee and received by Human Resources no later than four (4) weeks prior to the commencement of the Deferral Period. Failure to submit the completed contract before the deadline cancels the request and the employee will be deemed to have withdrawn their

application. Upon the execution of the Contract of Participation, the Eligible Employee becomes a Participant in the Plan.

- 4.5. If the Participant accepts a position in a different department during the Deferral Period, they shall be deemed to have withdrawn from the Plan. The Participant shall be paid a lump sum adjustment equal to the accumulated salary deferred in accordance with Section 12.6.

## 5. Salary Deferral

- 5.1. A Participant in the Plan shall have deducted a minimum of ten percent (10%) up to a maximum of thirty-three and one-third percent (33 1/3%) of the Participant's Nominal Salary before deductions, based on 5% increments: 10%, 15%, 20%, 25%, 30%, or 33 1/3%.
- 5.2. During each year of enrolment in the Plan, the Participant shall receive their Nominal Salary less the percentage elected for deferral and applicable deductions.

## 6. Participant Account

- 6.1. The Participant Account shall receive for credit, on a bi-weekly basis, the amount elected for deferral.
- 6.2. The Participant Account shall receive interest credits at the rate of return on short-term investments applicable to operating accounts of the University for each of the months the employee is a Participant. Interest shall be calculated on the average daily balance of the Participant Account for any month or part thereof and credited to the Participant's account in arrears and usually on or before the 15th of the following month.
- 6.3. Interest credits applied to the Participant Account during the calendar year will be paid out to the Participant on or before the end of the calendar year.
- 6.4. The interest credits are taxable in the calendar year in which the Participant receives payment. The University will report and include these amounts in employment income on the Participant's T4.
- 6.5. An annual statement of the Participant Account will be issued to the Participant for each calendar year.

## 7. Duration of Leave

- 7.1. The leave must be at least six (6) and no longer than twelve (12) continuous months and is subject to any collective agreement restrictions on the length of hire for a temporary employee.
- 7.2. The leave must start within six (6) years of the date of the first salary deferral.
- 7.3. The leave must be taken at the end of the Deferral Period. The Participant may not, for example, take a leave and then pay the University back over subsequent years.
- 7.4. In accordance with Income Tax Regulations, during the Leave Period, the Participant may not receive any remuneration, other than the Deferred Salary, from the University or from any other person or organization with whom the University does not deal at arm's length.<sup>1</sup>

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<sup>1</sup> (Reference [CRA Tax interpretation Bulletin IT-419R2 - "Income Tax Act - Meaning of Arm's Length"](#))

## **8. Benefit Coverage during the Deferral Period**

- 8.1. Income Tax and Canada Pension Plan contributions will be deducted and based on the Reduced Salary.
- 8.2. Pension Plan contributions will be based on the Reduced Salary. Voluntary pension plan contributions will be based on the Reduced Salary.
- 8.3. Employment Insurance premiums and benefits will be based on the Nominal Salary.
- 8.4. Life Insurance and Long Term Disability premiums and benefits will be based on the Nominal Salary and normal premium cost sharing arrangements will apply.
- 8.5. Extended Health and Dental Care, and Employee Assistance Plan premiums and benefits will continue and normal premium cost sharing arrangements will apply.
- 8.6. Vacation and Sick Leave credits will accumulate as if the Participant is receiving their Nominal Salary.
- 8.7. Union Dues will be based on the Nominal Salary, or as otherwise prescribed by collective agreement.
- 8.8. Other employee deductions such as contributions to the United Way or Development Fund, Tower memberships, and parking fees will be deducted at the amounts stipulated by the employee.
- 8.9. Notwithstanding any other provision of this Plan, all statutory deductions shall be in accordance with applicable laws and all pension plan contributions shall be in accordance with the Saint Mary's University Pension Plans.

## **9. Payment of the Deferred Salary**

- 9.1. The Participant shall have their Deferred Salary distributed by direct deposit over the Leave Period on the regular pay dates of the University.

## **10. Benefit Coverage during the Leave Period**

- 10.1. Income Tax and Canada Pension Plan contributions will be deducted and based on the Deferred Salary.
- 10.2. Pension Plan contributions shall be continued during the Leave Period and contributions shall be based on the Deferred Salary. Voluntary pension plan contributions will be based on the Deferred Salary.
- 10.3. Employment Insurance premiums will not be deducted during the Leave Period because the leave is not a period of employment for Employment Insurance (nor for E.I. Sickness, Maternity, Parental or Adoption Leave). Please note that this may hinder eligibility for E.I. benefits.
- 10.4. Life Insurance and Long Term Disability (LTD) coverage will be maintained. Premiums will be based on the Nominal Salary. For employees applying for LTD, during the Leave Period the employee's qualifying disability period will begin on the scheduled return to work date.
- 10.5. The Participant shall continue to participate in the Extended Health and Dental Care and Employee Assistance Plans during the Leave Period.
- 10.6. Life Insurance, Long Term Disability, Extended Health and Dental Care, and Employee Assistance Plan benefit premiums will be the full responsibility of the Participant. The University will not pay any portion of these premiums. The premiums will be deducted from the Deferred Salary payments.

- 10.7. During the Leave Period, the Participant shall not accumulate nor be entitled to vacation, statutory holidays, sick leave, or other leaves.
- 10.8. During the Leave Period, the Participant shall accumulate credit for years of service. Years of service accrued prior to the Leave Period shall be retained.
- 10.9. Where applicable by collective agreement, Participants will continue to accrue seniority. Union dues will not be deducted unless otherwise prescribed by collective agreement.
- 10.10. Other employee deductions such as contributions to the United Way or Development Fund, Tower memberships, and parking fees will be deducted at the amounts stipulated by the employee.
- 10.11. Notwithstanding any other provision of this Plan, all statutory deductions shall be in accordance with applicable laws and all pension plan contributions shall be in accordance with the Saint Mary's University Pension Plan.

### **11. Return to Regular Assignment**

- 11.1. In accordance with CRA requirements and the Income Tax Act and Regulations, all employees who are granted a leave of absence in accordance with this Plan guarantee that they will return to employment with the University for a period of time that is not less than the Leave Period.
- 11.2. Upon completion of the Leave Period, the Participant shall be reinstated to the regular full or regular part-time position held immediately prior to the Leave Period. Where the position held by the Participant immediately prior to the Leave Period no longer exists, the Participant shall be subject to lay-off in accordance with University policy and/or collective agreement obligations.

### **12. Amendment or Withdrawal**

- 12.1. The amount deducted from the Participant's salary during the Deferral Period may be modified, subject to Section 5.1, once each calendar year, by completing and having approved by Human Resources, a revised Contract of Participation.
- 12.2. Except where otherwise indicated in this Plan, amendments to the terms of the Participation Contract may be made with the mutual agreement of the Participant, Department and the University and subject to any applicable legislation or administrative requirements that may be imposed by the CRA. If such amendments are made, a revised Contract of Participation shall be executed.
- 12.3. It is expected that a Participant will continue to be committed to their Plan for self funded leave. However, in the case of unforeseen or extenuating circumstances, a Participant may withdraw from the Plan up to three (3) months prior to taking their leave of absence by completing the Request for Withdrawal form. Notwithstanding the three (3) month notice period, the University may, where operational requirements permit, accept a lesser notice period.
- 12.4. A Participant who withdraws from the Plan is required to wait a minimum of twelve (12) months before applying again.
- 12.5. A Participant, who ceases to be employed by the University, shall be deemed to have withdrawn from the Plan.
- 12.6. A Participant, who dies while participating in the Plan, shall be deemed to have withdrawn from the Plan.

- 12.7. In all cases, where a Participant withdraws from the Plan, the Participant shall be paid a lump sum amount equal to the Deferred Salary plus any accrued interest not already paid; less required tax withholdings, CPP, and pension contributions. A lump sum repayment shall be made within sixty (60) calendar days of withdrawal from the Plan.

### **13. Suspending Participation in the Plan**

- 13.1. The Participant must notify the University in writing to take maternity or parental leave during the Leave Period. Upon receiving approval, the period of time requested for the maternity and/or parental leave may be taken during the Deferred Salary Leave. The absence from the workplace may then be extended by the length of the maternity and/or parental leave. During the maternity and/or parental leave, the participant will have their Deferred Salary Leave payments suspended.
- 13.2. The Participant may on one (1) occasion while they are participating in the Plan, give one (1) months written notice to the University that they wish to suspend participation in the Plan for a period of up to twelve (12) months. Upon receipt of the completed Request for Suspension form, the University shall pay the Participant their Nominal Salary as if they were not participating in the Plan for the requested period. The balance of the Participant Account will be held by the University during the suspension period.
- 13.3. The Participant's participation in the Plan will be reinstated commencing the first pay which immediately follows the period for which their participation has been suspended.
- 13.4. Suspension of participation in the Plan will not change the commencement date established for the Deferred Salary Leave, except with the permission of the University. In no event will the Deferral Period exceed six years from the date of enrolment in the Plan.

### **14. Other Matters**

- 14.1. A Participant shall assume the responsibility of making themselves aware of the implications of the Plan related to its effect on pension provisions, employment insurance, income tax, long term disability, life insurance and other benefit programs.
- 14.2. The University intends to maintain the Plan indefinitely, but retains the right to amend or discontinue the Plan in whole or in part, at any time. However, no amendment to the Plan initiated by the University shall operate to reduce the benefits accruing to Participants who are enrolled in the Plan at time of amendment.
- 14.3. The availability and operation of the Plan is subject to the limits and requirements of the Income Tax Act. Any tax consequences arising from Plan participation are the sole responsibility of the applicable Participant.