



THE CATHOLIC INDEPENDENT SCHOOLS OF VANCOUVER ARCHDIOCESE
LEAVE OF ABSENCE AGREEMENT

This agreement is made the _____ day of _____, _____ (the “Agreement”)

BETWEEN:

THE CATHOLIC INDEPENDENT SCHOOLS OF VANCOUVER
ARCHDIOCESE BY THE EDUCATION COMMITTEE OF

_____ (school name)

_____ (address)

(hereinafter called the “Employer” or “School”)

AND:

_____ (name)

_____ (address)

(hereinafter called the “Employee”)

WHEREAS:

- A. The School, as a Catholic school, has as its aim the providing of education, enlightened by faith, as taught by the Catholic Church, so that the School’s students can grow in their knowledge, love and practice of the Catholic faith.
- B. This School is a Christian community and a centre of Catholic life and learning.
- C. Every Employee has the obligation to fulfill his or her employment contract unless the Employer grants the Employee a) an extended leave of absence beyond the duration of time entitled to the Employee in the *Employment Standards Act*, as may be amended; or b) a leave of absence for purposes other than those set out in the *Employment Standards Act*, as may be amended (the “ESA”).
- D. The Employer, based upon the needs of the safe and efficient operation of the School and the needs of its students, shall grant the leave of absence to the Employee on the following terms and conditions set out in this Leave of Absence Agreement.
- E. Except where otherwise amended or changed by this Leave of Absence Agreement, the Employee agrees and acknowledges that the terms and conditions of the employment contract between the Employer and the Employee remain in full force and effect.



1. **Reason for Leave**

- 1.1 An Employee must submit a written request to the Employer at least two (2) weeks' prior of the proposed start date of the Leave of Absence, where possible or as otherwise agreed.
- 1.2 The Employee seeks a leave of absence for the following reason: _____

2. **Duration of the Leave of Absence**

- 2.1 Upon the Employee's request, the Employer agrees to grant a Leave of Absence to the Employee from his/her full-time employment, commencing on _____ and ending on _____, subject to the terms and conditions of this Agreement.
- 2.2 If the Employee is already on a Leave of Absence for a purpose set out in Part 6 the *Employment Standards Act*, as may be amended, the Employee acknowledges that the duration of the Leave of Absence sought in paragraph 2.1 is for the period of time that exceeds the maximum entitled days or weeks of unpaid leave that the Employee is entitled to pursuant to the ESA.
- 2.3 The Employee is expected to return to work on the first business day following last date of the Leave of Absence period.
- 2.4 If the Employee wishes to return to work earlier or wishes to extend the Leave of Absence date as set out in paragraph 2.1 of this Agreement, the Employee must submit to the Employer a request for an early return to work date or an extension of the Leave of Absence.
- 2.5 If the Employee's request to amend the Leave of Absence return date is granted by the Employer, the new return date shall apply to paragraphs 2.1 and 2.3, but all other terms and conditions shall continue to remain in force.
- 2.6 During the Leave of Absence set out in paragraph 2.1 above, the Employee's employment shall **not** be deemed continuous for the purposes of calculating his or her years of service, salary, vacation entitlements.

3. **Salary and Benefits during the Leave of Absence**

- 3.1 The Leave of Absence will be unpaid, unless otherwise agreed to by the Employer at its sole discretion.
- 3.2 The Employee's Registered Pension Plan ("RPP") contributions shall be temporarily suspended during the Leave of Absence. The RPP contributions will be reinstated on the Employee's return to work.



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3.3 During the Leave of Absence, the Employee is not entitled or eligible for any benefits as set out in the benefits program offered by the Employer as published on the Employer's website at <http://www.cisva.bc.ca> through the Employer except as follows: [check one of the boxes below as appropriate]

A. ☐ The Employee acknowledges and chooses to opt out of the dental and extended health benefits program offered by the Employer as published on the Employer's website at <http://www.cisva.bc.ca> (the "**Benefits**"). In this case, both the Employee and the Employer will not pay for any portion of the premiums for the dental and extended health Benefits and the Employee specifically acknowledges that he or she will not have any dental and extended health Benefits during the Leave of Absence.

B. ☐ The Employee will pay both the Employer and the Employee's share of the dental and extended health Benefits premiums on the condition that the Employee agrees to provide to the Employer prepayment of his or her share of the dental and extended health Benefits premiums at or before the start of the Leave of Absence in the form of postdated monthly cheques.

The Employer shall remit the Employee's portion of the premium payments to the Superintendent's office.

C. ☐ At the Employer's sole discretion, the Employer may agree, with the Employee's consent to continue the cost share agreement between the Parties for the payments of the Benefits premiums as set out in the Employee's employment contract, on the condition that the Employee agrees to provide to the Employer prepayment of his or her share of the Benefits premiums at or before the start of the Leave of Absence in the form of postdated monthly cheques.

The Employer shall remit the Employee's portion of the premium payments to the Superintendent's office.

IN WITNESS WHEREOF the Employer and the Employee hereto have executed this Agreement as of the date first noted above.

**THE CATHOLIC INDEPENDENT SCHOOLS
OF VANCOUVER ARCHDIOCESE**

SIGNED, SEALED AND DELIVERED



Catholic Independent Schools Vancouver Archdiocese

Leave of Absence Agreement

Employee

Pastor

Witness

Chairperson
Education Committee

This Agreement should be completed in triplicate: one copy to the Employee, one copy to the Local Education Committee and one copy to the Superintendent of the CISVA.