**RETURN SERVICE AGREEMENT**

Between:

**ATHABASCA WATERSHED COUNCIL**

(“the Employer”)

- and –

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“the Employee”)

WHEREAS the Employee has requested that she be allowed to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ training course (the “Training”);

AND WHEREAS the Employer recognizes that the Training will assist in the Employee’s career development and has agreed to assist the Employee with participating in the Training;

AND WHEREAS the Employer will invest resources in assisting the Employee to participate in the Training;

AND WHEREAS the Employee has agreed that in exchange for the Employer assisting the Employee with participating in Training, the Employee will remain in the Employer’s employment for a specified period of time or will repay to the Employer the costs, plus interest, expended by the Employer in assisting the Employee to participate in the Training;

THEREFORE, the Employer and the Employee agree as follows:

# The Employer will assist the Employee in participating in the Training as per the attached Schedule “A”. The Employer will pay the cost of the Training in the amount of $\_\_\_\_\_\_\_\_.

# The Employee agrees that he/she will remain in the Employer’s employ for a period of one year from the date of completion of the Training (the “Return Service Period”).

# The Employee agrees that should he/she resign his/her employment with that resignation being effective within the first six (6) months of the Return Service Period, the Employee will repay one hundred percent (100%) of the cost paid by the Employer under paragraph 1 of this Agreement.

# The Employee agrees that should he/she resign his/her employment with that resignation being effective after the first six (6) months of the Return Service Period, but prior to the end of the Return Service period, the Employee will repay fifty percent (50%) of the cost paid by the Employer under paragraph 1 of the Agreement.

# When the Employee has advised the Employer, in writing or otherwise, of the Employee’s intention to resign his/her employment with the Employer within the Return Service Period, this repayment obligation shall begin upon the Employee giving the Employer that notice.

# If the Employee’s employment with the Employer is terminated for just cause within the first six (6) months of the Return Service Period, the Employee will repay one hundred percent (100%) of the cost paid by the Employer under paragraph 1 of this Agreement.

# If the Employee’s employment with the Employer is terminated for just cause after the first six (6) months of the Return Service Period, but prior to the end of the Return Service period, the Employee will repay fifty percent (50%) of the cost paid by the Employer under paragraph 1 of the Agreement.

# If the Employee is terminated by the Employer without cause during the Return Service Period, no repayment under paragraph 5 is required.

# In the event that the Employee is required to repay funds to the Employer under paragraphs 3, 4, 6 or 7, the Employee hereby authorizes the Employer to deduct all funds owing to the Employer from any monies that may be owing (at that time the repayment obligation arises or subsequently) by the Employer to the Employee. The Employer may elect, but is not obligated, to deduct less than the full amount owing by the Employee to the Employer from the monies owing to the Employee by the Employer at any particular time. Such an election by the Employer does not prohibit the Employer from, at a later date, deducting the total amount of funds owing by the Employee to the Employer from any monies owing to the Employee from the Employer at that later date. The Employee agrees to sign the necessary authorization for the deduction at the appropriate time.

# The Employee agrees that if the required repayment is not fully completed (or authorized to be completed by way of payroll deduction) prior to or on her final day of active employment, the outstanding amount will accumulate interest at the rate of five percent (5%) per annum, compounded annually, payable monthly and calculated daily, commencing on the final day of active employment. If the outstanding amount is fully paid within 30 days of the final day of active employment, the interest will be forgiven.

# The Employee acknowledges that the repayment arrangements set out in this Agreement are in place to assist the Employee in satisfying the Employee’s indebtedness to the Employer.

# The Employee agrees that any repayment obligations under this Agreement survive the termination of the Employee’s employment with the Employer.

# The Employee and the Employer agree that this Agreement and the attached Schedule “A” constitute the entire Agreement between them with respect to the Training and any repayment obligations that arise from the Employee’s participation in the Training, and that there exist no other conditions, representations or promises of any kind between the Employer and the Employee with respect to those matters, except those set out in this Agreement.

# This Agreement shall only be amended in writing, and any amendments must be signed by the Employer and the Employee.

# DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_.

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| --- | --- |
|  | **ATHABASCA WATERSHED COUNCIL** Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness | *name of employee* |

# **SCHEDULE “A”**

|  |  |
| --- | --- |
| **EMPLOYEE NAME:** |  |
| **DATE REQUESTED:** |  |
| **TYPE OF TRAINING:** |  |
| **COST:** | **$** |
| **SCHOOL ATTENDING:** |  |
| **DATES:** |  |

|  |  |  |
| --- | --- | --- |
| Approved by: |  |  |
|  |  | **[TITLE OF AWC INDIVIDUAL APPROVING]** |