



Return to Service Agreement - Apprentice

F 4-14

BETWEEN:

**THE BOARD OF TRUSTEES OF
PEMBINA HILLS SCHOOL DIVISION**
(the "Division")

AND:

(the "Employee")

Collectively referred to as "the Parties"

WHEREAS:

- The Division has agreed to give educational leave to the Employee;
- The Employee has applied for educational leave; and
- The Division and the Employee have agreed to enter into this agreement

NOW THEREFORE the Parties agree as follows:

1. Term of this Agreement:

The term of the Return Service Agreement (hereafter "the Agreement") shall be effective **DATE** and shall continue until **DATE** ("the Term"), unless terminated before.

2. Conditions:

2.1. The Division agrees to grant the Employee educational leave and as a consequence, to pay the Supplemental Unemployment Benefit (SUB) plan as follows:

2.1.1. During the one-week Employment Insurance (EI) waiting period, the Supplemental Unemployment Plan will pay 95% of the employee's normal weekly earnings.

2.1.2. After the one-week Employment Insurance waiting period, to a maximum of 12 weeks, the employee may receive payment from Employment Insurance plus the SUB payment from the Division to a total of 95% of the employee's normal weekly earnings, provided the employee is attending school.

2.1.3. The SUB plan provides for an offset of Employment Insurance benefits that may have to be repaid as part of the employee's income tax return. The weekly gross EI benefit from this employment, the SUB payments previously paid plus this offset amount will not exceed 95% of the employee's normal weekly earnings.

2.1.4. The employee does not have a right to SUB payments except during the period of unemployment specified.

2.2. The Employee, in consideration of being granted educational leave, hereby agrees:

2.2.1. That upon completion of the Apprenticeship training period for years 1, 2, & 3, will return to service with the Division for a period of 52 weeks.

2.2.2. That upon completion of the Apprenticeship training period for year 4 and the subsequent Journeyman designation, will return to service with the Division for a period of 104 weeks.

2.2.3. If the Employee fails for any reason to return to work with the Division, for all or a portion of the term of employment described above in paragraphs 2.2.1 and 2.2.2, the Employee agrees to repay the Division, all or a portion, of the SUB monies paid.

The amount of the repayment shall be calculated as follows:

$$\begin{array}{rcl} \text{total amount of financial} & \times & \text{number of workdays remaining} \\ \text{assistance granted} & & \text{in the return service period} \\ & & \hline & & \text{total number of workdays in the return} \\ & & \text{service period} \end{array}$$

2.2.4. If the Employee fails, for reasons unacceptable to the Division, to complete the Apprenticeship training period for which the educational leave was granted, the Division may, at its discretion, require the Employee to pay all or a portion of the funds paid through the SUB program.

3. Independent Legal Advice:

3.1. The Employee hereby acknowledges and confirms that he/she may obtain independent legal or other professional advice and that by executing the Agreement, the Employee hereby confirms that he/she has had the opportunity to seek independent legal or professional advice prior to executing the Agreement and has either:

- obtained such legal or other professional advice; or
- waived the right to obtain such independent legal or other professional advice.

4. This Agreement shall be construed and enforced according to the laws of the Province of Alberta and any dispute under this Agreement must be brought in this venue and no other.

5. If any term or condition of this Agreement is deemed to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the date indicated below.

THE BOARD OF TRUSTEES OF PEMBINA HILLS SCHOOL DIVISION

SUPERINTENDENT OF SCHOOLS

Date

EMPLOYEE

Date

WITNESS (Signature and Contact Number)