

RETURN TO SERVICE AGREEMENT

The following are the terms and conditions respecting the Educational Leave Return to Service Agreement between

(Deputy Minister or Designate)

and

(Employee/Recipient)

(Please provide details & complete and attach an Educational Assistance Application Form.)

WHEREAS the Government, by virtue of Manitoba Regulation made pursuant to Order-in-Council number 207/82, being a Regulation Respecting Educational Leave Under The Civil Service Act, has agreed to give educational leave to the Recipient; AND WHEREAS the Recipient has applied for educational leave; AND WHEREAS the Employer and Recipient have agreed to enter this agreement; NOW THEREFORE, in consideration of their respective covenants and agreements set forth below, the parties hereto covenant, and agree each with the other, as follows:

1. The Employer hereby agrees to grant to the Recipient educational leave and as a consequence thereof, to pay certain funds to, or on behalf of the Recipient, the particulars of which are attached hereto and marked Schedule "A".
2. The Recipient, in consideration of being granted educational leave, hereby agrees:
 - (a) that upon completion of the course of study for which the educational leave was granted, to return to service with the Employer for a period of time extending twice as long as the period of educational leave; multiplied by the percentage factor of salary received.
 - (b) if the Recipient fails for any reason to return to work with the Employer, for all or a portion of the term of employment, described above, in paragraph (a), then the Recipient agrees to pay the Employer, in lawful money of Canada, all or a portion of the funds paid by the Employer to the Recipient, or paid on behalf of the Recipient during the period of educational leave.

The funds to be repaid to the Employer shall be equal to the percentage of the term of employment, (said term being described above in paragraph (a)) that is not completed. For example, if 75 percent of the term of employment is not completed, then the Recipient shall pay 75 percent of the total sum paid to or on behalf of the Recipient, during the period of educational leave;

- (c) if the Recipient fails for reasons unacceptable to the executive council or a committee thereof, to complete the course of study, for which the educational leave was granted, then the Employer may, at its sole discretion require the Recipient to pay all or a portion of the funds paid to or on behalf of the Recipient as a consequence of the educational leave.

The covenants and agreements herein contained shall bind and ensure to the benefit of the Employer, its successors and assigns, and the Recipient, and his/her successors and assigns.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto,

This _____ day of _____, 20____

Witness
Commission

Deputy Minister/Designate OR Commissioner of the Civil Service

Witness

Employee